

LEGAL & GENERAL

LIFE ASSURANCE SOCIETY.

ESTABLISHED 1836.

THE
PERFECTED SYSTEM
OF
LIFE
ASSURANCE.

Total Funds - - £8,250,000.
Income, 1911 - - £1,101,000.

TRUSTEES.

THE EARL OF HALSBURY.
The Hon. Mr. Justice DEANE.
ROMER WILLIAMS, Esq., D.L., J.P.
CHAS. P. JOHNSON, Esq., J.P.
ROBERT YOUNGER, Esq., K.C.

DIRECTORS.

Chairman.
ROMER WILLIAMS, Esq., D.L., J.P.
Buckmaster, S. O., Esq., K.C., M.P.
Chadwyck-Healey, Sir Charles R. H.,
K.C.B., K.C.
Channell, The Hon. Mr. Justice.
Deane, The Hon. Mr. Justice.
Farrer, Henry L., Esq.
Finch, Arthur J., Esq., J.P.
Follett, John S., Esq., J.P.
Frere, John W. C., Esq.

Deputy-Chairman.
CHARLES P. JOHNSON, Esq., J.P.
Grant-Meek, A., Esq., J.P. (Devizes).
Haldane, Francis G., Esq., W.S.
Masterman, Henry Chauncy, Esq.
Pattinson, Walter B., Esq.
Rawle, Thomas, Esq.
Rider, Jno. E. W., Esq.
Saltwell, Wm. Henry, Esq.
Tweedie, R. W., Esq.
Younger, Robert, Esq., K.C.

BONUS RECORD.

1891	-	-	36/-	%	per annum, compound.
1896	-	-	38/-	%	" " "
1901	-	-	38/-	%	" " "
1906	-	-	38/-	%	" " "
1911	-	-	38/-	%	" " "

WHOLE LIFE ASSURANCE AT MINIMUM COST UNDER
THE SOCIETY'S PERFECTED MAXIMUM TABLE.

ALL CLASSES OF LIFE ASSURANCE AND
ANNUITIES GRANTED.

ESTATE DUTIES.

Policies are granted at specially low rates for Non-Profit Assurances, and these are particularly advantageous for the purpose of providing Death Duties and portions for younger children.

LOANS.

These are granted in large or small amounts on Reversionary Interests of all kinds and other approved Securities, and transactions will be completed with a minimum of delay.

HEAD OFFICE: 10, FLEET ST., LONDON, E.C.

The Solicitors' Journal

and Weekly Reporter.

(ESTABLISHED IN 1857.)

LONDON, NOVEMBER 30, 1912.

. The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication must be authenticated by the name of the writer.

GENERAL HEADINGS.

CURRENT TOPICS.....	89	LAW STUDENTS' JOURNAL	98
HIRE-PURCHASE AGREEMENTS AND		OBITUARY	98
THE FACTORS ACT, 1889	92	LEGAL NEWS	99
THE DIVORCE COMMISSION REPORT.....	93	COURT PAPERS	100
REVIEWS	94	WINDING-UP NOTICES	101
NEW ORDERS, &c.	95	CREDITORS' NOTICES	101
CORRESPONDENCE	95	BANKRUPTCY NOTICES	101
SOCIETIES	98		

Cases Reported this Week.

A. W. Roby, Deceased, In the Goods of.	In the Goods of	98
A. A. T. Roby, Deceased		98
Baylis v. The Bishop of London		96
Carter v. Apfel		97
Mason v. Bolton's Library (Lim.)		96
Metropolitan Water Board v. Phillips		95
New York Taxicab Co. (Lim.), Re. Sequin v. The		
Company		98
Pullen v. Koe		97

Current Topics.

The Cause Lists.

A SUPPLEMENTARY list of appeals to the Court of Appeal set down to the 18th inst. has been issued; and also supplementary lists of causes in the Chancery Division. The appeal list includes forty-seven workmen's compensation appeals.

The Colonial Stock Act, 1900.

WE PRINT elsewhere a notice, from which it will be seen that Queensland 4 per cent. Inscribed Stock (1940/1950), has been added to the investments authorized by the Trustee Act, 1893, subject to the restrictions contained in section 2 (2) of that Act.

Master Macdonell on International Law.

THE SERIES of lectures on International Law which Sir JOHN MACDONELL commenced at the London School of Economics last week, promises to be of great interest, and we hope that, when completed, they will be published in permanent form. It is not surprising that in international law he finds a want of clear principle; but the comparison he drew between the state-craft of the past, which knew no law, and which, with some injustice, perhaps, to MACHIAVELLI, is associated with his name, and the international law which is to control the future, is instructive. He sees in the extension of interests, commercial and intellectual, beyond the particular state, the compelling reason for the growth of the modern idea, as opposed to that of the middle ages. "The functions of the State"—we quote from the *Times* of the 25th inst.—"multiply fast; but extra-territorial activity—outside the limits of any one State—grows still faster, which means a diminishing area for state-craft, an ever-increasing area for international law. Time is working for GROTIUS rather than MACHIAVELLI."

War and Arbitration.

IN CONNECTION with this subject it may be useful to quote the answer which the *Times* gave in a leading article of the 26th inst., to the question, Who makes war? "The answer is to be found in the Chancelleries of Europe, among the men who have too long played with human lives as pawns in a game of chess, who have become so enmeshed in formulas and the jargon of diplomacy that they have ceased to be conscious of the poignant realities with which they trifle." How this may be we do not profess to know; but if there is any truth in it—and we assume that the words were well weighed before they were published

in a passage which is likely to be often quoted—we were justified in our remark last week that diplomatic appointments should be more often given to men of the type of Mr. BRYCE. From the legal point of view the relations between nations depend upon the application of international law, and this law will only rest upon the settled foundations which Sir JOHN MACDONELL desiderates when, by the frank recognition of arbitration as the remedy for international disputes, its principles receive the sanction of courts of international authority.

Leaders in the County Court.

IT HAS been held by Judge WOODFALL, at the Westminster County Court, that in cases brought in the county court under the jurisdiction as extended by the County Courts Act, 1903, the fees of two counsel, one a K.C., will be allowed on taxation. The rules do not expressly authorize this, and to ascertain whether the decision is correct it is necessary to refer to the scale of county court costs, items 85 to 94, and to the County Court Rules, ord. 22a, r. 27 of which regulates the allowance of costs in actions under the extended jurisdiction. Scale C, which is for actions exceeding £50, *prima facie* applies to actions under the extended jurisdiction, and the items referred to authorize the allowance on taxation of certain fees to "counsel." It may be inferred that, since no reference is made to the employment of two counsel, the figures mentioned are intended to be allowed once only—that is, that only one counsel will be recognized on taxation. Then ord. 22a, r. 27, proviso 3, says that, "where costs are taxed under column C, reasonable fees may, in cases where there is a real contest, be allowed to counsel in excess of those mentioned in items 85 to 94." Does this authorize the allowance of fees to an additional counsel, or only the increase of the scale fees to one counsel? We should have inclined to the latter view, but the matter is by no means clear, and Judge WOODFALL decided it on the principle that, in an important case in the county court, the litigants are entitled to the same choice of skilled assistance as in the High Court. Accordingly, in the case in question, which was against hotel proprietors for damage alleged to be due to impure food, he allowed the fees of two counsel. This decision, if it stands, will mean an important development in county court litigation.

Reasonable Excuse for Non-delivery.

IN THESE days, when strikes unhappily occur only too frequently, it is worth while noting the decision of a Divisional Court, composed of RIDLEY and SCRUTTON, JJ., as to the liability of a railway company which is prevented, by a strike of its own servants, from delivering within the usual time goods carried by it: *Sims & Co. v. Midland Railway Co.* (Times, 21st instant). Ordinary contractors usually find it necessary to guard against such liability by the insertion of a strike clause in important contracts; but, according to the decision to which we refer, a carrier who is delayed by a trade dispute is not under the necessity of taking this precaution, unless he has definitely contracted to fulfil his obligation of delivery on a fixed date. In the ordinary course of events, his obligation is simply to deliver within a reasonable time, and in calculating the reasonableness of the time actually taken, all the circumstances of the case, including strikes, must be taken into consideration: *Hick v. Raymond & Reid* (1893, A. C. 22). In the last-named case Lords HERSCHELL, WATSON and ASHBOURNE all took the view that a consignee of goods, whose duty it was to take discharge of goods within a reasonable time after the arrival of the ship, on penalty of demurrage, was entitled to rely on the fact that a strike existed amongst the servants of a dock company, who were his agents to unload. In that case the strike was among the servants of a sub-contractor, but the Divisional Court held that there was no reason in principle for distinguishing between delay caused by such a strike, and one caused by a strike amongst the contractor's (here the carrier's) own servants. They therefore held that the delay had not been, in the circumstances, unreasonable so as to amount to a breach of the carrier's duty.

Negligence by a Neighbouring Occupier.

IT IS trite law that interests in land may be parcelled off in layers perpendicular to one another as well as horizontally, and

that a block of flats is regarded in law as a terrace of houses adjoining each other, not laterally, but vertically. That being so, we should expect the liability of an occupier to his neighbour immediately underneath to be of a similar kind to the occupier of any premises to a laterally adjoining occupier, and some such principle seems to account for the decision of the Court of Appeal in *Turner & Co. (Limited) v. Gordon* (Times, 21st inst.). The plaintiffs and defendants were tenants in the same block of premises, and held of the same landlord, who provided a charwoman to do cleaning. The defendants, whose premises were immediately above those of the plaintiffs, paid something to this woman in consideration of certain additional services—such as washing dishes—she rendered them. One evening, while washing dishes for defendants, so the court below found on the facts, this woman left the tap on their premises running, with the result that the water escaped and damaged the premises beneath. Assuming that the cleaner was acting as the tenant's, not the landlord's, agent in committing this act of negligence, then the tenant will be liable to his neighbour underneath for the acts of his servant, provided he owes a common law duty towards that neighbour to exhibit reasonable care in respect of the water supplied to his premises. Now what is the duty which exists in the present case? It is not to be derived from any contractual duty of the upper tenant to keep his premises in repair, which Mr. Justice DARLING, who tried the case below, seems to have considered relevant, for such duty is owed by the tenant to the landlord only; it is well-settled law that no third party can rely upon it: *Cavalier v. Pope* (1906, A. C. 428); *Cameron v. Young* (1908, A. C. 176); *Malone v. Laskey* (1907, 2 K. B. 141). The real duty owed would appear to be that general duty *sic utere tuo ut non alienum laedas*, which has been applied in such different cases as those of water stored in a reservoir on one's premises (*Fletcher v. Rylands*, 1866, 1 Ex. 280), yew trees which extend their branches over a neighbour's land and poison his cattle (*Crowthurst v. Amersham Burial Board*, 1878, 4 Ex. D. 5), and a leak of gas which causes an explosion affecting a neighbour's premises (*Parry v. Smith*, 1879, 4 C. P. D. 325).

The Right to Reserve the Defence.

"THERE IS no greater mistake," said the Lord Chief Justice in the Court of Criminal Appeal recently, "than for an innocent man, when before the magistrates, to reserve his defence." This opinion has been expressed by the court on more than one occasion, and it is an opinion with which most people will be inclined to agree. But, nevertheless, little or no change is to be noticed in the practice of solicitors entrusted with the defence of prisoners, which is to advise their clients to conceal their case till the last possible moment. This is probably due to an ingrained belief in the guilt of accused persons, and to a fear that any defence which is set up at the police court will be easily demolished at the trial, as the result of the opportunity that has been afforded of investigating its substance and validity. There can be no doubt that, where a prisoner is guilty, his interest is often best served by keeping dark the line of defence till the last moment, and that an advantage is thereby gained which far outweighs the effects of the suspicions aroused by his not having disclosed his case before. But, having regard to the recently expressed opinions of the Court of Criminal Appeal, a solicitor, in following the present practice, without explaining the matter to his client, incurs a grave responsibility. No solicitor ought to advise a prisoner to reserve his defence without, at the same time, pointing out to him that that is not the best course for an innocent man to take. And these opinions not only give good cause to solicitors to readjust their practice; they also provide food for thought to all who are interested in the efficiency of the criminal law. It is established on unquestionable authority, that only a guilty man is well advised to take advantage of the privilege of reserving his defence. This reveals the paradoxical situation of a legal right whose only use and purpose is the frustration of the criminal law and the assistance of a guilty man. A right, which can now only serve such a purpose, ought not to exist, and its abolition would save the innocent from acting in a way that can only give rise to an unfounded suspicion

of their guilt, and would deprive the guilty of the means of outwitting the law.

Deduction of Income Tax from Rent.

A CORRESPONDENT, whose letter we print elsewhere, suggests that the recent case of *Re Sturmer Motors (Limited)* (ante, p. 44) in effect overrules the decisions in *Denby v. Moore* (1 B. and Ald. 123), and *Cumming v. Bedborough* (15 M. and W. 438), on the right of a tenant to deduct from his rent landlord's income tax which he has paid. *Denby v. Moore* seems to be a clear decision on the Property Tax Act, 1806 (46 Geo. 3, c. 65), that the tax can only be deducted from the next payment of rent. "If," said ABBOT, J., "it had been the intention of the Legislature that a tenant should go on for years paying the tax without claiming any deduction from the landlord, and then be permitted to deduct the whole amount at once, I cannot help thinking there would have been found in the Property Tax Act some clause to that effect." The Income Tax Act, 1842, s. 60, Sched. (A), No. IV., r. 9, repeats the provision of the earlier Act, and in *Cumming v. Bedborough* (supra) it was held that a tenant who had omitted to deduct the tax from the next payment of rent could not afterwards recover the amount in an action for money had and received. Thus the decision was not on the question of deduction, but the court seem to have assumed that the tenant's right was to deduct from the next rent; hence, if he failed to do so, the payment of the full rent included a voluntary over-payment, and his remedy was gone. It should be noticed that the provision in the Income Tax Act, 1842, is express—the "deduction shall be made out of the first payment thereafter to be made on account of rent." In the recent case of *Re Sturmer Motors (Limited)*, WARRINGTON, J., relied on section 40 of the Income Tax Act, 1853, as shewing that the deduction might include income tax extending over several years, but we do not understand that he meant his decision to apply to a case where the tenant has been paying his rent regularly without deduction, and then claims to deduct for several years out of one year's rent. He was dealing with arrears of rent which were payable in a lump sum, and appears to have allowed deduction in a lump sum of all income tax paid. Moreover, he did not, so far as appears from the report, deal with the decisions above referred to, and it cannot be taken that he meant to differ from them. It should be noticed, also, that the Income Tax Act, 1853, by section 36, in defining the deduction to be made under special circumstances, expressly allows it to be made "out of the next or any subsequent payment on account of rent"; from which it is to be inferred that section 40, which is without these words, was not meant to introduce this extension of the right of deduction generally. And by the Customs and Inland Revenue Act, 1883, s. 10 (2), provision was made for subsequent deduction, where deduction had been omitted to be made before that Act. We imagine, therefore, that it is still correct to say that, in the absence of such express provision, a tenant cannot deduct an aggregate of several years' income tax from a single payment of rent, though if he is paying up arrears of rent he can deduct income tax in respect of all the arrears.

Uncontradicted Trespass.

ALTHOUGH THE old forms of action were abolished by the Judicature Acts, yet it is not always a matter of no importance that the plaintiff has expressed his claim in the form appropriate to one action rather than another. For even if the facts alleged and proved by him are the same, yet one form of action may imply admissions on his part which another does not; by so doing it releases the defendant from calling evidence which a differently worded claim might force him to bring before the court. Thus, when an illegal distress has taken place, the plaintiff may either sue for "trespass," or indorse his writ or plaint note in such words as these: "The plaintiff's claim is for damage for improperly distraining." But if he chooses the latter form he admits that what purported to be a distress was put in by the defendants, and excuses them from proving the facts of seizure by way of distress; they have only to justify the legality of the distress. On the other hand, if the plaintiff simply claims damages in trespass, he does not admit that the action of the

defendants even purported to be a distress, and so throws on them an enhanced burden of proof. Such seems to be the practical result of a recent decision of the Court of Appeal, in which the judgment of the Divisional Court was set aside and that of a county court judge restored: *Cresswell v. Jeffreys and Another* (Times, 21st instant). The plaintiff had left cattle under a contract of agistment with a tenant of the first-named defendant; such cattle are conditionally privileged upon a distress for rent, but may be seized to the extent of the unpaid contract-money if no other distrainable goods are found (Agricultural Holdings Acts, 1908; s. 29). The case is excluded from the Law of Distress Amendment Act, 1908, see sect. 4 (1). Now the second defendant, a certificated bailiff, held a warrant to seize the tenant's goods for rent due to the landlord; the plaintiff knew this, and was on the point of removing the live stock when the bailiff met him and said, "Don't be such a fool; I can't touch your cattle because you took the sheep by auction." The plaintiff was induced by this to leave his cattle on the land, and later on the bailiff seized them under his warrant. Thereupon the plaintiff sued landlord and bailiff in the county court: his action was expressed in terms of trespass. Notwithstanding this, the parties seem to have assumed that a distress had been proved; the defendants called no evidence; there was an argument as to whether the defendants had lost their right to seize the goods by estoppel, and the county court judge found for the plaintiff, on the ground that the words quoted amounted to estoppel, which barred the right to seize the goods. This judgment was reversed by the Divisional Court, who took the view that the words in question amounted either to a mere declaration of intention or else to a mere mistaken statement of law, whereas a false statement of existing fact is an essential element in an estoppel. On this point the Court of Appeal seem to have agreed with the Divisional Court, but they reversed that court's judgment on quite a new point. The action was framed in trespass, they said; evidence of trespass was called by the plaintiff and not contradicted by the defendants; therefore the plaintiff was entitled to damages for an uncontradicted trespass. The fact that the whole argument in the trial court was on the basis of a distress having actually been levied, they seem to have regarded as immaterial.

Action of a "Gentleman Jockey" Against the Owner of a Horse.

THE FIFTH Chamber of the Tribunal of the Seine has just given its decision in a case turning upon the liability of the owner of a horse which he lends to one of the gentlemen riders at a steeplechase. The plaintiff was a gentleman rider, who took part in the performances at the Hippodrome of Douai. He mounted, in one of these performances, a horse lent to him by the proprietor, the defendant, Count Suzannet. The ground near the last obstacle was hard and slippery, and the horse fell with its rider, whose leg was broken in four places. He afterwards brought the present action against Count Suzannet, claiming as damages 200,000 francs. The argument by which he supported his claim was that, inasmuch as there was no contributory negligence on his part, the accident was due to the fact that the horse was not reasonably adapted for the race, and that the owner, who had requested the plaintiff to mount it, was responsible. The defendant, on the other hand, insisted that the plaintiff mounted the horse at his own risk, and that it was not, at the time of the accident, under the control of the defendant. The court, in deciding in the defendant's favour, observed that, although gentlemen riders do not always receive a remuneration for their performances, they obtain a moral satisfaction in the renown which they hope to acquire as successful horsemen, and this brings them advantages on future occasions. The rider in an obstacle race must also be taken to have accepted a certain degree of risk; and if it were decided that any owner of a horse, which he lent to one of the performers at such a race, exposed himself to the risk of liability for damages, few of such owners would allow their horses to enter for a race. Hence, it was held that the plaintiff had mounted the horse at his own risk. We have never heard of a similar action in this country, and it is unlikely that it would succeed.

Hire-Purchase Agreements and the Factors Act, 1889.

IN the last number of this journal is printed a letter dealing with the question whether it is necessary, in what is called a hire-purchase agreement of goods, to give to the hirer the option of putting an end to the hiring before the expiration of the term over which the payment of the instalments of rent is to extend. And reference is made in this letter to a form settled by the present writer for the Solicitors' Law Stationery Society, in which an alternative plan is adopted of giving the hirer the option of purchasing the goods at an amount equal to that of the whole of the instalments (less those already paid) *plus* a further sum of ten shillings. In last week's "Current Topics" this plan was discussed, with the remark that "if the agreement shows that a particular sum payable by instalments is in substance the value of the goods, and if the hirer binds himself to pay those sums, it might be contended that the agreement is in substance an agreement for purchase, and such a contention would seem to deserve consideration." It is respectfully submitted that this contention cannot be supported.

In *Lee v. Butler* (1893, 2 Q. B. 318), the agreement made on the 5th of May, 1892, was that the owner of certain furniture let the same to the hirer on the terms that she should pay for such hiring £1 on the 6th of May, and £96 4s. on the 1st of August, 1892; and it was agreed that as soon as the hirer should have made all payments of the above rent the goods should become the property of the hirer, but that no property or interest other than a hirer's in the goods should vest in the hirer until all payments of the rent reserved should actually have been made. It was naturally decided that, under this agreement, the hirer had agreed to buy the goods and had obtained possession thereof with the consent of the seller; and that, owing to sections 2 (1) and 9 of the Factors Act, 1889, the owner could not recover the goods from a third person, to whom the hirer had sold them before all the rent due had been paid.

In *Helby v. Matthews* (1895, A. C. 471) the owner of a piano let it on the terms that the hirer should pay a rent of 10s. 6d. at once and 10s. 6d. on the 23rd of each succeeding month, and it was agreed (a) that the hirer might terminate the hiring by delivering up the piano to the owner; (b) that if the hirer should pay the sum of £18 18s. (*sic*) by 10s. 6d. at the date of hiring and thirty-six monthly instalments of 10s. 6d. the piano should become the property of the hirer; (c) but that unless and until the sum of £18 18s. should be paid the piano should continue to be the property of the owner. In the House of Lords this case was distinguished from *Lee v. Butler* on the ground, as to the facts, that, owing to the option given by the agreement to the hirer to terminate the hiring, there was no firm contract by the hirer to buy the goods, but he had, in fact, a mere option to purchase them, which he might or might not exercise as he should choose. But as to the law of the case, the *ratio decidendi* was that the agreement to buy goods mentioned in section 9 of the Factors Act, 1889, means an actual contract of sale whereby the purchaser is irrevocably bound to buy and the vendor to sell the goods, and does not extend to a mere option to purchase the goods, notwithstanding that the vendor is bound to give effect to the option, if exercised. This is clearly expressed in the headnote, which in this respect gives the gist of the judgments of Lords HERSCHELL, WATSON, MACNAGHTEN and SHAND.

It follows that although, where a hire-purchase agreement provides that on payment of all the instalments of rent the goods shall (without more) become the property of the hirer, it is necessary to stipulate that the hirer may terminate the hiring in order to reduce this absolute agreement to buy to a mere option of purchase; yet such a stipulation is not necessary if, on other accounts, the agreement between the parties does not amount to a firm contract of sale, actually binding on both of them, but only gives to the hirer an option of purchase. These conditions appear to be fulfilled if goods be let on hire, say, for twelve months, at a rent of £5 a month, with an agreement stipulating that the hirer may, at any time during the term of the hiring

or afterwards, but before the hirer shall have actually delivered up possession of the goods, purchase the goods on payment of the amount of the instalments of rent (if any) for the time being unpaid and a further sum of money; and also stipulating that actual payment of the amount of the said instalments (if any) and the said further sum of money shall be a condition precedent to the exercise of such option of purchase, the owner not undertaking to sell upon credit, and that any notice, unaccompanied by such payment, of intention to exercise the option shall not constitute a binding agreement to purchase or sell the goods, and shall be of no effect in law.

If the further sum of money stipulated to be paid as part of the price is a substantial sum, such as £10 or £5, there can surely be no question that the parties have not by such an agreement "agreed to sell" the goods, but have merely entered into a contract of hiring, with an option given to the hirer to buy the goods on certain conditions if he shall elect to comply with them. If so, it is submitted that a sale or pledge of the goods by the hirer before duly exercising the option of purchase would not, under section 9 of the Factors Act, 1889, confer a good title on the purchaser or pledgee. But it is further submitted that the result must be exactly the same where the additional sum stipulated to be paid as part of the price of the goods is a small sum, for instance, ten shillings. The legal effect of such an agreement is exactly the same as where the further sum is of larger amount; and if, in the case above supposed, the parties have agreed that the sum of £60 10s. (less any instalments of rent already paid) is to be the price to be paid on the exercise of the option of purchase, it is apprehended that no court, either of law or of equity, will oblige the owner to sell or the hirer to buy the goods for £60, or allow the hirer to keep them after the term of hiring without paying the additional 10s., or allow the owner to refuse to receive back the goods after the term if the hirer prefers to return them without paying the extra 10s.

If this be so, and it is submitted that it is unquestionable, then no firm contract of sale actually binding on both parties is comprehended in the terms of the hiring agreement; the hirer obtains possession of the goods as hirer only until he chooses to exercise his option of purchase, and he can confer no better title to the goods than he has himself on any purchaser or pledgee from himself. The headnote of any case which should decide the contrary would have to be this:—"An option to purchase goods for £60 10s. is a firm contract to buy them for £60." The absurdity of this proposition is apparent from its terms, but it is submitted that the contention put forward in last week's "Current Topics" necessarily involves the maintenance of this proposition as sound.

In the *Encyclopedia of Forms and Precedents*, Vol. VI., p. 452, it is stated that "in order that a hire purchase agreement should not be an agreement to buy within the meaning of the Factors Act, 1889, it is essential that the agreement should authorize the hirer to terminate the hiring by returning the goods to the owner: *Hull Rope Works Co. v. Adams* (73 L. T. 446); *Wylde v. Leggs* (84 L. T. 121)." But this statement must be read in connection with the definition, on p. 449 of the same volume, of a hire-purchase agreement as "an agreement under which the owner of goods lets them out on hire to the hirer, and undertakes to sell them to, or that they shall become the property of, the hirer, conditionally on his making a certain number of payments." This definition appears to comprehend those agreements only in which (but for any option to the hirer to terminate the hiring) there would be a firm contract by the owner to sell and the hirer to buy the goods. And the two cases there cited are both cases where the agreement was that, on payment of all instalments of the rent, the goods should (*ipso facto*) become the property of the hirer; and the decision given simply was that the case fell within the facts in *Lee v. Butler*, and not within those in *Helby v. Matthews*. It is submitted that the form settled by the present writer on the above-mentioned plan is not a hire-purchase agreement of this kind, and is no more affected by the decisions in these cases than by that in *Lee v. Butler*. Lord HERSCHELL'S and Lord MACNAGHTEN'S judgments in *Helby v. Matthews* especially show that it is competent to the parties to an agreement to hire goods to make what

further arrangement they please as to the purchase of the goods by the hirer; that the substance of any such transaction is to be ascertained by considering what legal rights and obligations are conferred or fixed upon the parties by the terms of the instrument of contract; that if such arrangement does not amount to a firm contract of sale and purchase actually binding *ab initio* on both parties, it does not come within the terms of section 9 of the Factors Act, 1889; and further that, if the terms of the arrangement do not actually amount to such a firm contract, the court will not be constrained to construe them as such by any suggestion that the transaction is within the spirit (though not the letter) of those against which section 9 of the Factors Act, 1889, was aimed.

It is submitted that the substance of the form settled by the present writer is clearly a mere hiring with a super-added option of purchase on terms which cannot be satisfied by mere performance of the terms of the contract of hiring, including the payment of all instalments of the rent reserved. The extra 10s. payable for purchase may, of course, be loosely spoken of as a nominal sum, but it is an essential part of the price, and cannot be disregarded without admitting the proposition that the court will in any case enforce performance of a contract of sale of goods (or, of course, lands) on payment of an amount less by ten shillings than that on which the parties have agreed as the price. The fact that, under a contract in this form, the hirer may have paid rather dearly for his hiring if he should return the goods at the end of the term of hiring without paying 10s. more is, it is contended, absolutely immaterial: see *Brooks v. Bernstein* (1909, 1 K. B. 98, 103). The essence of the agreement is that, if he elects not to pay this amount, he shall not be bound to do so, but shall be at liberty to return the goods hired to this owner. The judgments in *Helby v. Matthews* shew that the courts will not force upon the hirer or owner of the goods a different contract from that into which they have in terms entered. And as to the facts, an agreement in the form settled by the writer really indicates a far stronger intention to enter into a mere contract of hiring, with an option of purchase as a purely collateral agreement, than the agreement in *Helby v. Matthews*, which was in terms an agreement, defeasible at the hirer's option, to buy the goods. Indeed, this aspect of that agreement impressed itself so strongly on the Court of Appeal that they decided that section 9 of the Factors Act, 1889, applied to it: *Helby v. Matthews* (1894, 2 Ch. 262). But if, as the House of Lords held, an agreement of that kind did not constitute such a firm agreement to buy as is contemplated by the enactment, *a fortiori* an agreement in the writer's form does not: see also the judgments in *Brooks v. Bernstein* (1909, 1 K. B. 98).

It is, of course, essential to the owner's protection under such an agreement that the hirer shall not be at liberty to turn the option of purchase into a firm agreement to buy merely by giving notice that he intends to exercise the option without paying the balance of the price of the goods. This is provided for by stipulating that such payment shall be a condition precedent to the exercise of the option, the owners not undertaking to sell on credit, and that any notice, unaccompanied by such payment, of intention to exercise the option shall be of no effect in law. As it is held that the terms of an option of purchase must strictly be complied with—see *Brooke v. Garrod* (2 De G. & J. 62, 66); *Ranelagh v. Melton* (10 Jur. N.S. 1141); *Weston v. Collins* (11 Jur. N.S. 190); *Ward v. Wolverhampton Water Works Co.* (L. R. 13 Eq. 243, 248); *Mills v. Haywood* (6 Ch. D. 196, 201); *Bruner v. Moore* (1904, 1 Ch. 305, 312)—it is thought that this stipulation is effective.

T. CYPRIAN WILLIAMS.

It is understood, says the *Times*, that, on the initiative of a private person, acting as common informer, proceedings against Sir Stuart Samuel, M.P., under the Statute of George 3 disqualifying Government contractors from sitting in Parliament, have been begun. The writ in the action was issued on the 11th of November, and was served on the following day. An appearance was entered on the 19th of November, and an application to the Master for directions is now pending. The statutory penalty of £500 for each occasion on which Sir Stuart Samuel voted since the date of the contract of Messrs. Samuel, Montagu with the Government of India is claimed.

The Divorce Commission Report.

III.

(2.) *What should be the extent of the jurisdiction and what procedure should be adopted?*—We referred last week (*ante*, p. 69) to the proposed limit on local jurisdiction in matrimonial causes—a joint income of not more than £300 a year, with assets not more than £250—and we suggested that any limit was incompatible with the proposal that the tribunal, although acting locally, should be the High Court. It may be added that the objection is not lessened by the fact that the judge, according to the proposal, shall be a county court judge or other person sitting as Commissioner of Assize. We have always understood that a Commissioner of Assize ranks, for the time being, as a judge of the High Court, and the High Court is subject to no limits of jurisdiction. The Commission appear to have anticipated to some extent this objection, for they propose that the limit should be imposed by rules and not by statute; and they observe that “the rules would not limit the jurisdiction of the High Court sitting locally, but merely provide that, as a matter of practice, cases should only be brought in the local courts when within the jurisdiction aforesaid,” and elsewhere they speak of “the jurisdiction of the High Court sitting locally being unlimited, though the exercise of its jurisdiction should be restricted.”

Possibly there is a distinction between a limitation on the jurisdiction of a court and a restriction on the exercise of its jurisdiction. A breach of the former limitation might invalidate the proceedings altogether; a breach of the restriction might be only a ground for transferring the proceedings, so far as uncompleted, into the central court. But the distinction is thin, and it introduces complications. If the High Court sitting locally is competent to hear divorce cases at all, it is competent to hear any divorce cases. As we have already said, divorce is a matter of personal status, and it is opposed to the most elementary principles of the administration of justice to assign one court to hear the matrimonial causes of the poor and another to hear the matrimonial causes of the rich. It may be long before anything is done on the footing of the report, but whatever is done must not set up distinctions based on property.

The Commission make various suggestions for the simplification of the procedure in the local court. They propose that all the powers of a registrar of the Divorce Division should be conferred on the district High Court registrar; that proceedings may be commenced by the issue of a writ out of any county court registry in the district; that after service they should be brought into the registry and forwarded to the High Court district registry; and that the service should be effected by the county court bailiff. Similarly, the chief preliminary interlocutory applications, when made *ex parte*, would be lodged, with the affidavits, at the county court registry, and forwarded to the district registry. Contested applications for the custody of children, &c., would be heard by the District Commissioner. In order to ensure uniformity of practice, and to prevent a case which has failed in one district from being brought in another, it is further suggested that the papers in every case should, before the case is heard, be forwarded to the Principal Registry, and be passed by the registrar there. “Any doubtful case could then be drawn to the attention of the President or judge of the High Court in the Divorce Division, who might order its transfer to the central High Court, and he should have the same power at any stage of the case, and on any ground upon which he thought fit to act.” Moreover, “intervention by the King's Proctor, or by any one of the public (if this latter power is preserved), should be in London, and the proceedings would then be transferred to London, unless the President or judge of the High Court in London should order them to be continued, heard, and determined in the district.” And finally, under this head, “the decisions of the District Commissioners should not have effect as binding precedents, as do judgments of judges in the High Court.” But who is to stop these decisions from being precedents? The Commissioners who give them will have all the authority of judges of the High Court, and the binding authority of precedents is not a matter of statute or even of rules, but of professional usage and the comity of judges.

Generally speaking, it may be objected that the report is unsatisfactory in the manner in which it deals with local jurisdiction; mainly, because the Commission have not really made up their minds whether the jurisdiction should be High Court or county court jurisdiction, but have attempted to mix the two.

(3) *Suggested amendments of the Summary Jurisdiction (Married Women) Act, 1895, and Licensing Act, 1902.*—The first of these Acts gives jurisdiction to magistrates to make orders against a husband directing either non-cohabitation or maintenance or both. The grounds, speaking generally, are cruelty and desertion. Under section 5 of the second Act the jurisdiction is extended to habitual drunkenness, and is exercisable against the wife as well as against the husband. It became the ordinary practice to combine separation and maintenance, although in cases of desertion maintenance was all that was required. But the evil effects of separation orders were pointed out by Lord GORELL, then BARNES, J., in *Dodd v. Dodd* (1906, P. 189), and his opinion, supported by that of the full Court of Appeal in *Harriman v. Harriman* (1909, P. 123), led to a change in the practice. Where possible, orders now extend to maintenance only, and the change is shewn in the figures for 1908 and 1909. In the former year the separation orders were 6,697, and all but 162 included maintenance; the orders for maintenance only were 901. In 1909, the separation orders had fallen to 5,009, and the orders for maintenance only had risen to 2,014.

The gravity of the jurisdiction is realized when it is noticed that a magistrate's order for non-cohabitation has the same effect as a decree for judicial separation in the High Court. It goes far towards divorce, and in the majority of cases it probably has the effect of divorce except that there is no liberty of remarriage, and the subsequent unions which are formed are irregular. It has been for some time clear that the power to grant separation is not suitable for courts of summary jurisdiction, and the Commission recommend that the power of such courts to make permanent orders should be abolished; but they propose that there should be power to make temporary orders, and that the grounds on which orders can be made should be further defined. In particular they suggest a definition of cruelty, and state certain matters, including infection with venereal disease, which in themselves should be made statutory cruelty. They also propose the retention of the same restricted power in cases of habitual drunkenness, and adopt a definition of habitual drunkenness given by Dr. BRAITHWAITE, the inspector for England and Wales under the Inebriates Act, 1898. Into these matters it is unnecessary to enter. Definitions of cruelty and habitual drunkenness may assist the administration of justice, but they will still leave difficulties in practical application. The main recommendation of the report on this head is, as we have just stated, that a separation order made under the summary jurisdiction should be temporary only. The suggested limit is two years; during the two years the party obtaining the order could apply to the High Court to deal with the case, either with a view to permanent separation or divorce; otherwise the order would determine. It is pointed out that, if the proposals made as to local hearings by the High Court are adopted, there will be no hardship in cases, where a permanent order becomes necessary, being passed on to the High Court.

The report contains numerous suggestions with regard to the procedure under the summary jurisdiction. In particular, that maintenance money should be paid to an officer of the court, unless the wife expressly requests that it should be paid to her, or to some third person on her behalf, and that a maintenance order should be enforceable after seven days; at present the wife must wait a month before it can be made productive. It is also suggested that there should be a summary remedy under separation deeds or agreement, where there is default in payment of a weekly sum of £2 or less; and that the powers of courts of summary jurisdiction, which already extend to custody of children, should include power to order access to, and payment of separate sums for maintenance of children. It seems clear that any court which has power to break the marital relation should also have power to make consequential arrangements as to children; and the Commission suggest that questions generally

as to custody of children should be within the competence of the High Court sitting locally, although the question of separation or divorce is concerned. Those who remember the scenes which have sometimes occurred in the Chancery and King's Bench Divisions, when children have been forcibly removed in court from a welcome to an unwelcome custody, will not be averse to confining the jurisdiction to special courts:

(To be continued.)

Reviews.

Contracts.

CHITTY'S TREATISE ON THE LAW OF CONTRACTS. THE SIXTEENTH EDITION. By WYATT PAINE, Barrister-at-Law. Sweet & Maxwell (Limited).

Mr. Paine, in the preface to this edition of "Chitty on Contracts," refers to it as "a work which for many years past has been justly regarded as being one of the best known and most authoritative treatises dealing with those multifarious legal obligations comprised in English law under the generic name of contracts." Doubtless, this is so, but works of old standing require to be revised with courage, in order to secure their continued reputation, and in the case of the present work, judicious excision might well have been employed. Thus, while it is elementary law that the relation of landlord and tenant is one of contract, yet this has long been a separate department, belonging rather to the law of property than of contract; and in whichever department it may be put for purposes of classification, the practitioner does not expect or require to find it in a book on contracts; the subject can be better treated in a work dealing specifically with landlord and tenant. It seems to be a mistake to cumber a work, which has ample subject-matter peculiarly its own, with a chapter dealing with such matters as distress for rent, and the determination, forfeiture, and surrender of leases. The general characteristic of the work, however, is to give an exposition of the law relating to contracts in general—their constitution, their form, and the capacity of different classes of persons to enter into them—and then to deal with particular contracts, some of which are not always at hand elsewhere. Under the latter head fall such contracts as those for money-lending, for sale of goods, for carriage of goods, and for employment; the section dealing with money-lending contains a useful statement, both of the non-statute law and of the law under the Money-Lenders Act, 1900; and due note is made of the important provision of the Money-Lenders Act, 1911, which protects, in the hands of holders for value, securities which are void under the earlier Act. This is an instance of the manner in which the Legislature can still, on occasion, afford quick redress for an acknowledged defect in the law. By an unusual arrangement the table of contents—a very essential feature in every book—is placed in front of the preface, and we only found it after several fruitless searches. It should be placed where it can readily be found, and should be amplified so as to give an analysis of the book.

Evidence.

THE LAW OF EVIDENCE. A HANDBOOK FOR STUDENTS AND PRACTITIONERS. By W. NEMHARD HIEBERT, LL.D. (Lond.), Barrister-at-Law. Sir Isaac Pitman & Sons (Limited).

It is often supposed that the law of evidence can only be learned by actual experience in court; but we fear that when practitioners are tested they shew only a routine acquaintance with the ordinary rules; when any point of difficulty arises there is the same doubt as on any other point of law, and it has to be solved by reference to the books. Possibly the real art of the practitioner, as regards evidence, is not that he knows how to walk safely himself, but that he is an adept in tripping up his adversary. But after all, whether one relies on practice or on authorities, a short statement of the leading rules of evidence, and of the duty of the advocate in preparing and using evidence, is of great service to both students and practitioners, and such a statement is successfully given in the present volume. The introduction has a section on advising on evidence—a most important task if the client is to have a fair chance of success—and the five chapters of the book are occupied, first, with general matters, such as the burden of proof and presumption; then with the relevancy of evidence; the nature of evidence—direct and circumstantial; the mode of adducing evidence, real and documentary; and a comparison of evidence in civil and criminal cases. Under these heads the law and practice are very succinctly and clearly stated; and, in particular, reference may be made to the explanation at pp. 71 *et seq.* of the exceptions to the rule which excludes hearsay evidence.

Books of the Week.

Workmen's Compensation.—The Law Relating to Compensation for Injuries to Workmen; being an Exposition of the Workmen's Compensation Act, 1906. By C. M. KNOWLES, LL.B., Barrister-at-Law. Third Edition. Stevens & Sons (Limited).

Powers of Attorney.—The Law of Powers of Attorney and Proxies (with Forms). By V. ST. CLAIR MACKENZIE, B.A. (T.C.D.). Barrister-at-Law. Effingham Wilson.

Comparative Legislation.—Journal of the Society of Comparative Legislation. Oct. 1912. John Murray.

Legal History.—A General Survey of Events, Sources, Persons and Movements in Continental Legal History. By Various European Authors. John Murray.

New Orders, &c.

Colonial Stock Act, 1900.

(63 and 64 Vict., c. 62.)

ADDITION TO LIST OF STOCKS UNDER SECTION 2.

Pursuant to section 2 of the Colonial Stock Act, 1900, the Lords Commissioners of His Majesty's Treasury hereby give notice that the provisions of the Act have been complied with in respect of the under-mentioned Stock, registered or inscribed in the United Kingdom:—

Queensland Government 4 per cent. Inscribed Stock (1940/1950).

The restrictions mentioned in section 2, sub-section (2) of the Trustee Act, 1893, apply to the above Stock (see Colonial Stock Act, 1900, section 2).

Correspondence.

Hire-Purchase Agreements.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—Your correspondent, Mr. Dowding, seems to lose sight of the point of difficulty which he sets out to discuss. I take it that his anxiety is to find some method whereby a dishonest hirer of goods can be prevented from disposing of the goods during the period of hiring, in such a way as to give a good title thereto to a purchaser or pledgee receiving the same in good faith and without notice of the title or right of the original owner.

If I am right in this assumption, then do the forms of hiring agreement to which he refers prevent this mischief? It may be, though I have my doubts about it, that the forms are sufficient, especially that of Mr. Cyprian Williams, for effecting all that is necessary to preserve the rights of the trader against the hirer during the hiring, so as (Mr. Dowding says) "to prevent the hiring agreement being terminated at the will of the hirer and his throwing the goods back on the hands of the trader;" but it is not clear (and this is the difficulty which I understand your correspondent desires to get over) that such a form will be effective to protect the title of the trader as against a pledgee or purchaser who relies on the provisions of section 9 of the Factors Act, 1889.

It seems to me impossible to devise any method whereby the trader can be protected from the dishonesty of the hirer, short of a new Act of Parliament repealing section 9 so far as hiring agreements are concerned. I am told that hiring agreements are a very profitable method of selling goods, and the system appears to be popular, especially amongst the poorer classes, but I am not so sure that such agreements are not worked very often with great severity and hardship on a class of people who can ill afford to fight a rapacious trader, and I believe great injustice and unfairness are often the result; and therefore it is by no means certain that traders who adopt this method of sale are entitled to much sympathy, or that the Act should be altered for their benefit, unless at the same time protective clauses of equal value are given to the hirer.

T. ROTHWELL HASLAM.

47, Moorgate-street, E.C., Nov. 25.

Re Sturmeys Motors (Limited).

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—It appears, from the report of the above case in your issue of the 9th inst., that the proposition, "That the deduction of property tax must be made from the next payment of rent, or the amount cannot afterwards be recovered," as laid down in the text-books relating to the law of landlord and tenant, is no longer good law. The decision has no doubt much to commend it, on the ground of good sense and justice, although it will be pro-

ductive of inconvenience in the case of persons claiming repayment of tax allowed to tenants, as not more than three years are recoverable.

The cases of *Denby v. Moore* (1817, 1 B. & A. 123) and *Cumming v. Bedford* (1846, 15 M. & W. 438), which are the authorities cited for the above proposition, must now, it is to be assumed, be considered as overruled, if the present decision is to be considered to be good law. The only distinction between Mr. Justice Warrington's decision and the old cases above referred to, appears to be that in the one case the tenants sought to deduct the amount from a subsequent payment of rent, whereas in the earlier cases, I gather that the tenants sought to recover the amount from the landlord by action, and possibly on this ground the cases may be distinguishable.

COUNTRY SOLICITOR.

[See observations under "Current Topics."—Ed. S.J.]

CASES OF THE WEEK.

House of Lords.

METROPOLITAN WATER BOARD v. PHILLIPS.

4th, 5th, and 18th Nov.

WATER RATE—METROPOLIS—SUPPLY OF WATER—ASSESSMENT—RATEABLE VALUE—PROVISIONAL VALUATION LIST—"VALUATION LIST IN FORCE"—METROPOLITAN WATER BOARD (CHARGES) ACT, 1907 (7 ED. 7, c. CLXXI.), s. 13.

The valuation list referred to in section 13 (1) of the Metropolitan Water Board (Charges) Act, 1907, is the original list in existence on the first day of the quarter in which the water rate accrues, unaltered by any provisional list, unless such provisional list has been completed after an objection has been taken before and determined on by the assessment committee before the commencement of the current quarter, when the alteration in the provisional list is the valuation of the premises on which the rate for that quarter is payable.

So held, reversing decision of Court of Appeal (Farwell and Kennedy, L.J.J., and Cozens-Hardy, M.R., dissentiente) (28 T. L. R. 533, 17 L. G. R. 891), and restoring judgment of Parker, J. (28 T. L. R. 172).

Appeal by the Water Board from a decision of the majority of the Court of Appeal, holding that the valuation list referred to in section 13 (1) of the Metropolitan Water Board (Charges) Act, 1907, is the list really and legally in force on the first day of the quarter for which the water rate accrues; that is, the original list as altered—although subsequently to the first day of the quarter—by any provisional list made in accordance with section 47 of the Valuation (Metropolis) Act, 1869. The action was brought by the Water Board against Raphael Phillips as the occupier of licensed premises known as the "Brown Bear Inn," Aldersgate, London, E.C. The Board claimed a declaration (1) that on the true construction of the Metropolitan Water Board (Charges) Act, 1907, the water rate for the "Brown Bear" for the quarter from the 1st of October to the 31st of December, 1910, ought to be calculated upon the rateable value of £400, as being the rateable value thereof according to the valuation list in force at the commencement of the quarter; and (2) payment of £5 being the rate of £5 per cent. per annum upon a rateable value of £400 for the quarter above-mentioned, and £2 18s. 6d. being at the same rate for the quarter from the 1st of January to the 31st of March, 1911. The premises had been supplied with water during both quarters and previously. The facts were substantially these. Owing to the depreciation of licensed property, due to the passing of the Finance Act, the occupier of the "Brown Bear" applied to have the rateable value of the premises reduced. The clerk to the Assessment Committee on the 23rd of June, 1910, served on the respondent a copy of the provisional list reducing the value of the premises with a notice specifying the day on or before which any objection to that list might be made. This provisional assessment, made on his objection, was not determined by the committee, nor a copy dated and signed by their clerk sent to the overseers until the 3rd of October, 1910. The water charges are payable in advance, and the rate for the two quarters—the 1st of October, 1910, to the 31st of March, 1911, was therefore due, and payable on demand by the occupier on the 1st of October, 1910, and the charge was based on the assessment as it appeared in the original valuation list—namely, £400. The sole question was whether for the quarter, the 1st of October to the 31st of December, the valuation list in force was the original list or the provisional list, the contention of the respondent being that under the provisions of the Valuation (Metropolis) Act, 1869, the provisional list, when approved, had a retrospective operation from the date of the service of the copy and notice on the 23rd of June, and therefore was the valuation list in force on the 1st of October, 1910.

THE HOUSE took time for consideration.

LORD HALDANE, C., after stating the facts and the argument raised on them by the respective parties, said that really the dispute turned on the single sentence in section 13 (1) of the Act of 1906, the "valuation list in force" at the commencement of the quarter for which the rate accrues. In his opinion, the view taken by Parker, J., and approved by the Master of the Rolls, was the true one. It followed

that the appeal against the contrary view expressed by the majority of the Court of Appeal (Farwell and Kennedy, L.J.J.) would be reversed, and the appeal allowed with costs there and below.

Lord ATKINSON, who read a long judgment dealing with the law, concurred. It was not disputed that these water charges were payable in advance on the 1st of January, April, July, and October in each year. They were, moreover, not to exceed 5 per cent. per annum on the rateable value of the hereditament supplied with water. The rateable value as it appeared in "the valuation list in force" on the 1st of October, 1910, was the list on which this was to be calculated. The list in force on that date was that in which the rateable value of the respondent's hereditament was stated to be £400. Accordingly, he thought that the judgment of Parker, J., was right, and should be affirmed.

Lord SHAW briefly concurred; he agreed with the reasons given by the Master of the Rolls.

Lord MERSEY also concurred in the appeal being allowed; he agreed with the reasons given by the Lord Haldane. Appeal allowed with costs.—COUNSEL, for the appellants, *Balfour Browne, K.C., Mark Romer, K.C., and J. Goodland*; for the respondent, *Walter Ryde, K.C., and Konatam. SOLICITORS, Walter Moon; Maitlands, Peckham, & Co.,* instructed on behalf of the Licensed Victuallers' (Central Board) Protection Society.

(Reported by ERSTINE RAID, Barrister-at-Law.)

Court of Appeal.

BAYLIS v. THE BISHOP OF LONDON. No. 1. 31st Oct.; 1st and 9th Nov.

MONEY PAID UNDER MISTAKE OF FACT—SEQUESTRATION BY BISHOP—BANKRUPTCY ACT, 1883, SECTION 52.

On the bankruptcy of an incumbent the Bishop issued a sequestration appointing his secretary to get in the emoluments of the benefice, who collected the income and applied it in payment of a curate, handing the balance to the trustee in bankruptcy. Among the income so collected was certain tithe rent charge paid by the plaintiffs in ignorance of the fact that they were not liable for it, owing to the expiration of the lease in respect of which it was payable. In an action against the Bishop to recover the money so paid,

Held, affirming the decision of Neville, J. (56 SOLICITORS' JOURNAL, p. 614), that there was no defence to the action.

Appeal from the decision of Neville, J. (reported 56 SOLICITORS' JOURNAL, p. 614). This action against the Bishop of London was for the recovery of tithe rent paid by mistake to the Bishop as sequestrator of the living of Greenford, upon the bankruptcy of the incumbent. The plaintiffs were the executors of a testator who died in 1887 possessed of freeholds and leaseholds in the parish, both subject to tithe rent charge, which was collected upon one demand note, headed No. 285, etc., that being the number of the freeholds. The leases expired in 1895, but until 1910 no one seems to have noticed that part of the yearly rent charge related to the leaseholds and should have been paid by the landlord after the leases expired. The action was for the recovery of six years' payments, but since the issue of the writ the Bishop obtained two years' arrears (the maximum recoverable under the Tithe Act, 1891) from the landlord, thus reducing the claim to £125. Neville, J., decided in favour of the plaintiffs, and the Bishop appealed.

COZENS-HARDY, M.R., after stating the facts, said: It has long been held that money paid under a mistake of fact can be recovered from the recipient, but an exception has been engrafted on the rule, that where the money was paid to a person known to be an agent for a principal, and known to be receiving as such, the agent cannot be sued if he has before notice of the mistake paid it over to his principal. In *Sadler v. Evans* (4 Burr. 1984), where the action was brought against Lady Windsor's agent, Lord Mansfield said that the action ought to have been brought against Lady Windsor herself, and not against the agent. "They thought that the principles, upon which actions for money had and received to the plaintiffs' use are founded, did not apply to the present case. It is a liberal action founded upon large principles of equity where the defendant cannot conscientiously hold the money. The defence is any equity which will rebut the action. This money was paid to the known agent of Lady Windsor. He is liable to her for it." Lord Mansfield said "he kept clear of all payments to third parties, but (i.e., except) where it is to a known agent, in which case the action ought to be brought against the principal, unless in special cases (as under notice or *mala fide*). This passage is the foundation upon which the appellant's argument is erected. In *Moses v. Macfarlane* (2 Burr. 1012) Lord Mansfield says that an action for money had and received lies only for money which *ex aequo et bono* the defendant ought to refund; but the wide language used by that great judge has not been followed. For example, money paid under a mistake of law cannot be recovered, although its retention would seem to be equally against good conscience. It is argued on behalf of the appellant that the Bishop, whose position I shall more fully consider, ought not, within the principle laid down by Lord Mansfield, to be held liable, because he has no individual interest in the money, and has applied it in accordance with his duty. I am unable to accede to this view. No case can be found in the books in which a defendant has been exempted except that of an agent who has paid over to his prin-

cipal. I think it is impossible for us at the present to say that this exception ought to be extended in the manner which is desired. Not only is there no decision in view except that of Chief Justice Gibbs in *Peto v. Blades* (5 Taunt. 657), but that case is so badly reported that I am quite unable to satisfy myself that the alleged dictum has any bearing upon the present case. But however that might be, it is sufficient to say that there are many dicta in favour of the opposite view. I need only refer to the observations of Lord Atkinson in *Kleinwort v. Dunlop Rubber Co.* (97 L.T. 265) and to the judgment of the Irish Court, delivered by Palles, C.B., in *Fitzpatrick v. McGilone* (1897, 2 I.R. 542). Unless, therefore, the Bishop can establish that he received this money as an agent and has paid it over to his principal, I do not think his defence can prevail. His lordship then pointed out that on the bankruptcy of the incumbent the trustee was entitled to apply to the Bishop for a sequestration under section 52 of the Bankruptcy Act, 1883, and that the duties of the Bishop were defined by the Sequestration Act, 1871, read in conjunction with the Ecclesiastical Dilapidations Act, 1871, the effect of which, shortly, was that the money got in by the Bishop must first be applied for securing the due performance of the spiritual duties of the parish, for which purpose not more than two-thirds of the income may at the discretion of the Bishop be applied, next for satisfying any liability for dilapidations, and lastly, in payment to the trustee in bankruptcy. In these circumstances there was no one who could be called a principal for whom the Bishop was an agent. The sequestration was not issued out of any court as a means of enforcing a judgment, and the position of the Bishop was in no sense analogous to that of a sheriff executing process. There was no means whereby he could be called to account for his receipts except an action in the Chancery Division. In other words, the Bishop must for the purposes of this argument be treated as being a trustee. His lordship concluded: It follows that, in my opinion, both on the general ground and in view of the peculiar position of the Bishop, having regard to section 52 of the Bankruptcy Act, the plaintiffs are entitled to recover the money paid under a mistake of fact, and that it is not a defence to say that the money so paid has been duly applied by the Bishop. I may add that if the Bishop is not liable I fail to see against whom the plaintiffs could obtain any relief. In my opinion the judgment of Neville, J., was correct, and this appeal should be dismissed with costs.

Judgments to the same effect were delivered by FARWELL and HAMILTON, L.J.J.—COUNSEL, *Lord Robert Cecil, K.C., and F. Phillips; Jenkins, K.C., and Manby. SOLICITORS, Lee, Bolton, & Lee; R. R. Norman.*

(Reported by F. GOWRIE SMITH, Barrister-at-Law.)

MASON v. BOLTON'S LIBRARY (LIM.). No. 1. 13th Nov.

BANKRUPTCY—ACT OF BANKRUPTCY—POSSESSION OF GOODS SEIZED BY SHERIFF FOR TWENTY-ONE DAYS—INTERPLEADER PROCEEDINGS TERMINATED BY A CONSENT ORDER—EXCLUSION OF DAYS FROM PERIOD OF POSSESSION—BANKRUPTCY ACT, 1890, s. 1.

Goods were seized by the sheriff in execution on the 20th of May. The sheriff took out an interpleader summons on the 9th of June, upon which an order was made by consent on the 12th of June, and the goods were sold on the 13th of June.

Held, that the time occupied by the interpleader proceedings could not be deducted from the period during which the sheriff had held possession, and that, as he had held possession for twenty-one days, the execution debtor had committed an act of bankruptcy before the sale, and her trustee in bankruptcy was entitled to recover the proceeds of sale paid to the execution creditors.

Decision of Phillimore, J. (56 SOLICITORS' JOURNAL, 706), reversed.

The plaintiff in the action was the trustee in bankruptcy of F. Chetwynd, and the defendants were creditors of the bankrupt, who had levied execution against her on the 20th of May, 1911. The goods seized were sold on the 13th of June, and part of the proceeds of sale paid to the defendants. Subsequently, a bankruptcy petition was presented, founded on the commission of an act of bankruptcy under section 1 of the Bankruptcy Act, 1890, by the said F. Chetwynd, upon the sheriff having held her goods for twenty-one days. Adjudication duly followed, and the plaintiff, having been appointed trustee, brought this action against the defendants to recover the sum paid to them, as being part of the bankrupt's estate at the date when the act of bankruptcy was complete. The defendants denied that any act of bankruptcy had been committed for the reason that on the 9th of June an interpleader summons was issued by the sheriff on a claim to a lien on the goods by Messrs. Maple. This summons was disposed of on the 12th of June, when the master made an order by consent that the sheriff should sell the goods, and out of the proceeds satisfy Messrs. Maple's claim. They contended that the four days from the 9th to the 12th of June should be deducted from the period during which the sheriff was in possession, thus reducing the period to less than twenty-one days. Phillimore, J., agreed with this view (56 SOLICITORS' JOURNAL, 706), and decided for the defendants; hence the present appeal. The proviso to section 1 of the Act of 1890 is "Provided that, where an interpleader summons has been taken out in regard to the goods seized, the time elapsing between the date at which such summons is taken out and the date at which the sheriff is ordered to withdraw, or any interpleader issue ordered thereon is finally disposed of, shall not be taken into account in calculating such period of twenty-one days."

COZENS-HARDY, M.R., stated the facts, and read the above proviso.

continuing: The defendants' difficulty is to find a *terminus ad quem* within the proviso. The sheriff was never ordered to withdraw, nor was any interpleader issue either directed or disposed of. Interpleader issue is a technical term used in Ord. 57, r. 7. That order forms a complete code on interpleader, and provides a variety of ways in which an interpleader summons may be disposed of, including as one of the ways the direction of an issue (see rr. 7, 8, 9, 11). We are asked to say that time ought not to run until the proceedings are finally disposed of by whatever means; but we cannot so extend the plain words of the Act. It seems to me that the proviso has no operation unless the *terminus ad quem*, as well as the *terminus a quo*, which are mentioned in the Act, are present. I say nothing on the question as to the mode in which the number of days to be excluded are calculated when the proviso does apply.

FARWELL and HAMILTON, L.J.J., delivered judgment to the same effect, and the appeal was allowed.—COUNSEL, Clayton, K.C., and R. T. Willis; Hansell and D. Hogg. SOLICITORS, George Castle; Tackley & Fall.

[Reported by F. GUTHRIE SMITH, Barrister-at-Law.]

High Court—Chancery Division.

PULLEN v. KOE. Swinfen Eady, J. 30th Oct.

MARRIAGE SETTLEMENT—COVENANT TO SETTLE AFTER-ACQUIRED PROPERTY—EFFECT OF THE COVENANT IN EQUITY—PROPERTY BOUND BY THE TRUSTS IMMEDIATELY IT PASSED INTO THE SETTLEMENT—NON-ASSIGNMENT OF THE PROPERTY—POSITION AND POWERS OF THE TRUSTEES.

A covenant to settle after-acquired property upon certain trusts binds such property in equity immediately it becomes receivable into the settlement funds, and even though it is not in fact added to such settlement funds it is nevertheless trust property, and if it can be traced into the possession of a mere volunteer the trustees of the settlement can claim it from such volunteer or his legal personal representatives.

The judge having examined several of the original documents in the case of *Spickernell v. Hotham* (1854, Kay 669), on which the defendants relied, decided that such case was insufficiently reported, and explained how it differed from the case before the court.

This was an action arising out of an ante-nuptial settlement made in 1859, whereby certain funds belonging to the intended husband and wife were respectively settled upon certain trusts for their respective benefits, and after the death of the survivor upon the usual trusts for the issue. The intended husband and wife each covenanted with the trustees to convey or assign the wife's present or future after-acquired property of the value of £100 or upwards to the trustees upon the trusts of the wife's fund. In November, 1879, the wife received a sum of £285 as a present from her mother. Instead of paying it to the trustees she paid it into her husband's banking account, which she herself had power to draw upon. In December, 1879, part of the £285 was invested in the purchase of two Cape of Good Hope £100 bonds, and the purchase money was entered as a payment to the wife in the husband's pass-book. The interest on these bonds was collected by the bank and credited to the account. The bonds were deposited at the bank, and were there at the date of the husband's death in 1909, and were afterwards handed over to his executors. The trustees of the settlement claimed these bonds under the after-acquired property clause. It was admitted that the bonds were in the possession of the husband at the time of his death, and that a portion of the particular sum of £285 was clearly traced as invested in and now represented by them. It was also admitted for the purpose of this action that the bonds were purchased with these particular moneys which belonged to the wife. Counsel for the plaintiffs contended that this, being a covenant for value, bound all the wife's after-acquired property of over £100 in value in equity from the moment that it became receivable under the trusts of the settlement. He relied on *Smith v. Lucas* (1881, 18 Ch. D. 531 and 543) and *Collyer v. Isaacs* (1881, 19 Ch. D. 342 and 351). He contended that if it was possible to trace moneys which ought to have come under this covenant to settle after-acquired property but did not, they could certainly be followed by a trustee, and claimed against a volunteer. Counsel for the defence contended that the plaintiff's only remedy in this case was an action for damages for the breach of covenant which was committed in 1879, and that it was impossible now to sue in respect of that breach, because such right of action was barred by the Statute of Limitations. They relied on the case of *Spickernell v. Hotham* (1854, Kay 669).

SWINFEN EADY, J., after stating the facts, said: In this case the husband, who was only a volunteer, received the bonds which were purchased with his wife's money with full notice of the trusts, and knowing that the £285 and the bonds purchased thereout were bound by the covenant. The trustees have now traced this property into his hands, and are, in my opinion, entitled to claim it from his executors. I do not agree with the contention that this £285 and the bonds purchased out of it never became trust property, and that accordingly the plaintiff had only a remedy in damages for breach of the covenant to settle it. I think the true view is that so soon as this sum of £285 was paid to the wife it became subject to the trusts of the settlement. The trustees could have claimed the particular sum, and could have obtained a receiver of it in case of jeopardy, and could have followed it into any investment so long as they could trace it. The covenant for value bound the property: *Smith v. Lucas* (*ubi supra*) and *Collyer*

v. Lucas (*ubi supra*). These bonds are trust property, and can be followed and claimed from a volunteer. The plaintiffs have another remedy. The settlement was a contract of which the plaintiffs were some of the contracting parties. They could, therefore, maintain an action on behalf of those persons who were within the marriage consideration for specific performance of the contract to create a trust. In *Re d'Angebau, Andrews v. Andrews* (1880, 15 Ch. D. 228) it was held that the court will not interfere to enforce a contract to settle when the persons for whom such proceedings are instituted are strangers to the marriage consideration and mere volunteers; but here the persons in whose favour the interference of the court is solicited are actually the children of the marriage: *Re Plumtre's Marriage Settlement, Underhill v. Plumtre* (1910, 1 Ch. 609). With regard to the case of *Spickernell v. Hotham* (*ubi supra*), on which the defendants relied, I have been supplied with some of the documents in that action. It is quite clear to me from the Master's report and the other papers that there was no question in that action of following the £962 annuities that the settlor had covenanted to transfer. In that case it is clear that the settlor had died owing considerable debts. His personal estate had been absorbed in the payment of his debts, and accordingly the £962 annuities were gone. The trustees' claim in that action was a claim, as specialty creditors, for a money payment out of the real estate of the deceased, and as such it was statute barred. It is certainly not so in the present case, and I accordingly hold that the trustees have established their claim to these bonds, which must accordingly be handed over to them, to be held on the trusts of the settlement.—COUNSEL, Micklem, K.C. and Pepsys; Hon. Frank Russell, K.C., and H. S. Preston. SOLICITORS, Sharpe, Pritchard, & Co. for W. C. Cripps, Son, & Daish, Tunbridge Wells; Dollman & Pritchard.

[Reported by L. M. MAX, Barrister-at-Law.]

CARTER v. APPEL. Eve, J. 15th Nov.

SOLICITOR—COSTS—TAXATION—WITNESSES—CONDUCT MONEY—CHARGE FOR PREPARING BRIEF—ORD. LXV., 27 (29).

Witnesses served with subpoenas to attend the trial of an action are entitled to be paid conduct money unless served prematurely, and it is the practice to allow these payments on taxation.

A charge for instructions for brief is in the discretion of the taxing master and cannot be reviewed by the court unless the taxing master has proceeded on a wrong principle.

This was a summons to review taxation. Two objections were raised to the taxation: first, that the taxing master was wrong in allowing conduct money to witnesses; and, secondly, that in allowing a fee of 225 guineas for the preparation of the brief he had proceeded upon a wrong principle. With regard to the first point the defendant objected because none of the witnesses attended the hearing of the action, which was settled eight days before the day fixed for hearing, the defendant agreeing to judgment for the amount claimed without any hearing or argument. In these circumstances it was submitted that there was no occasion for any of the witnesses to incur any expense to attend the trial, as there was ample time to inform them that their attendance would not be required. On this point the Annual Practice, 1912, Vol. 2, p. 254, was referred to. With regard to the other point as to instructions for brief, the defendant objected on the ground that the amount allowed was out of all proportion to the amount recovered, namely, £1,866, and that the work purported to be covered by such fee was not in fact work done for the purpose of this action, but had been done in a previous action before the present action was commenced. The case of *Martin v. Andrews* (26 L. J. Q. B. 39) was referred to.

EVE, J.—I have been carefully through this bill of costs, and the conclusion at which I have arrived is that it is framed on legitimate and proper lines, and that the items charged are in no way excessive. There are two matters in respect of which objection is taken to the taxation. First, it is said that the taxing master was wrong in allowing some £70 paid to various witnesses at the time when they were served with subpoenas. Secondly, that in allowing a fee of 225 guineas for the preparation of the brief he proceeded on a wrong principle. Notice of trial of the action was given in July, 1911, and the case stood No. 64 in the list of witness actions for the Michaelmas Sittings, 1911, and at the conclusion of those sittings 52 of those actions had been disposed of, so that in the month of November the time was approaching when the case might be heard. The witness list is always an uncertain factor, and no one is bound to believe when a case is 9 or 10 out of the paper that it will not be reached in a day or two, and in my view the taxing master was right in finding that the subpoenas, which were served between the months of October and December, 1911, were not served prematurely. In this connection it is only fair to say that they were not served until more than one attempt had been made to obtain admissions which would have obviated such service. Further, although the full proof of the plaintiff would have required some 300 witnesses to be called, only some forty were subpoenaed. Then Mr. Tomlin has put this further point that even if the service of the subpoenas was not premature, yet the tender of conduct money to the witnesses at the time when the subpoenas were served was not justifiable. I am quite satisfied, however, that no sufficient reason existed for withholding from the persons served the full amount of conduct money and travelling expenses, and I therefore overrule the objection. With regard to the other objection, as to the charge for preparing the brief, there is no evidence that the taxing master has exercised his discretion on a wrong principle. The taxing master is a taxing master of experience, he had before him the brief and the

full particulars of the investigations which were made, the letters which were written, and the inquiries which were instituted. These and other elements were present to the mind of the taxing master, and in perusing the brief and instructions he was able to form an opinion as to what was a reasonable and proper fee to be allowed. I do not think there is any question of principle involved, it is merely a question of amount. A well-established rule prevents me from criticising or reconsidering the amount, though I may say that personally I see nothing excessive in it having regard to the difficulties which have been encountered. I, therefore, dismiss the summons with costs.—COUNSEL, *Tomlin; P. O. Lawrence, K.C., and Galbraith.* SOLICITORS, *Pritchard, Englefield, & Co.; Carter & Bell.*

[Reported by S. B. WILLIAMS, Barrister-at-Law.]

Re NEW YORK TAXICAB CO. (LIM.). SEQUIN v. THE COMPANY.
Swinfen Eady, J. 29th Oct

COMPANY—DEBENTURE HOLDERS' ACTION—APPOINTMENT OF A RECEIVER—GROUNDS FOR—WHAT IS "JEOPARDY"?

The security of the debenture holders of a company cannot be said to be "in jeopardy" unless there is a risk of some portion of it being seized or taken to pay claims which are not really prior to the claims of the debenture holders.

The court refused to appoint a receiver on the ground of jeopardy where the debenture-holders merely showed that their security was wholly insufficient, but could not shew any danger of outside creditors seizing the assets.

This was an action, with witnesses, brought by a debenture-holder suing on behalf of himself and all the other debenture-holders to have a receiver appointed of the assets of the company on the ground that the security was in jeopardy. The principal was not yet payable, so that the security had not yet become enforceable. With regard to the interest it was two years in arrear, but payment of it had been duly postponed to a properly constituted meeting of the debenture-holders until the 1st day of January, 1913. The evidence went to shew that the company had substantial assets, that no outside creditors were pressing, that there was no danger of the assets being seized, but that there was no prospect of the arrears of interest and the accruing interest being paid in full for some time to come, and also that if the assets were now realised, they would be wholly inadequate to meet the security. Counsel for the plaintiff contended that it was not in the least necessary that the security should have "crystallised" before debenture-holders could come to the court to enforce their security. It was only necessary to shew that the company was practically insolvent, which was the case here. They relied on the case of *Re Victoria Steamboats (Limited), Smith v. Wilkinson* (1897, 1 Ch. 158). Counsel for the company resisted the application for the appointment of a receiver. They contended that mere insolvency was not enough. In the case relied on by the plaintiff the creditors were pressing, and a petition for compulsory winding up had actually been presented. In the case before the court there is mere insufficiency of security, and that does not constitute "jeopardy." Jeopardy arises when there is danger of outside creditors seizing the assets, and not as between the debenture-holders and the company alone. This distinction was clearly pointed out by Lord Justice Buckley in *Re London Pressed Hinge Co. (Limited), Campbell v. The Company* (1905, 1 Ch. 577). The assets are quite safe whatever their value may be, and accordingly, the security, however insufficient, is not in "jeopardy."

SWINFEN EADY, J.—After stating the facts, said: I am of opinion that the company in this case are right. The security is not yet enforceable according to its tenor, and the single fact that, if it were now realised, it would be wholly insufficient to pay the principal and interest in full is certainly not a sufficient reason for appointing a receiver on the ground of jeopardy. Jeopardy arises where there is a risk of the security of the debenture-holders being seized or taken to pay claims not really prior to the claims of the debenture-holders. That risk was certainly present in the *Victoria Steamboats* case (*ubi supra*), for there a creditors' petition in winding-up was actually pending. That was a clear case of jeopardy. The circumstances in this case are entirely different. The plaintiff has, in my opinion, wholly failed to make out any kind of jeopardy to his security.—COUNSEL, *Micklem, K.C., and W. R. Biscope; Hon. Frank Russell, K.C., and H. E. Wright.* SOLICITORS, *Tarry, Sherlock & King; Ashurst, Morris, Cripp, & Co.*

[Reported by L. M. MAY, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

In the Goods of A. W. ROBY, Deceased. In the Goods of A. A. A. T. ROBY, Deceased. Bargrave Deane, J. 25th Nov.

PROBATE—COMMORIENTES—APPLICATION TO REGISTRAR FIRST—PRACTICE.

In a case of commorientes application for a grant should, in the first instance, be made to a registrar.

By the first motion the two executors of the deceased, Albert Wallace Roby, asked for a grant of probate; in the second, a brother of the deceased, Agnes Alice Ann Teresa Roby, moved for a grant of letters of administration to him with a will annexed, and for leave to vary the usual form of oath, and to swear that

the two deceased, husband and wife, died on the 17th day of September, 1912, and that there was no reason for believing that either survived the other. It appeared that on the 16th day of May, 1912, the wife executed a will by which she appointed her husband sole executor and beneficiary. On the 17th day of September, 1912, husband and wife were passengers in a train that met with an accident at Ditton Junction, in Lancashire, and were both killed. The husband had left a will appointing his wife and the two applicants executors. [BARGRAVE DEANE, J.—Why do you apply to me? You could have gone to the registry.] It was doubted whether the registrar had any power to vary the form of oath, but, apart from that, it was submitted, that the usual practice was to come straight to the court. If there was any new practice, it must be of recent date, and since the decision in *In the goods of Beynon* (1901, P. 141). If the new practice was to govern future cases, the court should lay it down.

BARGRAVE DEANE, J.—I will make the order in each case. In future I shall not make an order in this class of case until the parties have been previously before the registrar. In a perfectly clear case there is no reason for the expense of a motion. Where there is a doubt, the registrar will refer the matter to the court.—COUNSEL, *Grazebrook, Solicitors, Chester & Co.; Maples, Teeddale & Co.*

[Reported by DIGBY COTES-FREEDY, Barrister-at-Law.]

Societies.

United Law Society.

A meeting of the above society was held on Monday, the 25th of November, at 3, King's Bench-walk, Temple, E.C. Mr. A. T. Settle moved: "That it is the duty of Great Britain to act as protector of the 'little peoples' of the world." Mr. E. S. Cox Sinclair opposed. The following gentlemen also spoke: Mr. N. H. Aaron, Mr. Sydney Ashley, Mr. H. S. Wood Smith, Mr. R. Turnbull, Mr. T. Hynes, Mr. W. Carter Linay, Mr. A. L. White. The motion was lost by five votes.

The Union Society of London.

The sixth meeting of the 1912-1913 session of the above society was held at 3 (N), King's Bench-walk, Temple, on Wednesday, 27th of November, at 8 p.m. The president, Mr. George F. Kingham, was in the chair. Mr. H. Geen proposed the following motion: "That in the opinion of this house the abolition of plural voting would be for the best interests of the country." Mr. W. R. Willson opposed. The following members spoke in favour of the motion:—Messrs. A. Safford, H. J. Cape, George F. Kingham, Messrs. F. G. Enners, C. A. Geen, Eric Graham, E. H. St. Clair Miller, L. H. Kenny, F. G. Hickes opposed the motion.

The motion for debate on Wednesday, 4th of December, is: "That this house would welcome the introduction of the principle of proportional representation into the election of members for the Imperial House of Commons."

Law Students' Journal.

Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—Nov. 26.—Chairman, Mr. H. G. Meyer.—The subject for debate was: "That this house disapproves of the motives and methods actuating the movement for women's suffrage as now being conducted." Mr. C. P. Blackwell opened in the affirmative; Mr. J. F. Chadwick opened in the negative. The following members continued the debate:—Messrs. N. Blanco White, H. R. Stables, F. Burgis, W. S. Jones, A. Powys, N. R. Cosgrove, and W. S. Muke. The motion was lost by one vote.

Obituary.

Mr. J. B. Atlay.

Mr. James Beresford Atlay, a well-known writer on matters of legal history, died on the 22nd inst. He was born in 1860 at Leeds, of which town his father, afterwards Bishop of Hereford, was vicar. He went to Wellington College, and in due course became head of the school and Queen's Medallist, and in 1879 he obtained an open scholarship at Oriel College, Oxford. He did well at the university, but distinguished himself rather in general and historical subjects than in pure scholarship, and in 1883 he obtained a first-class in Modern History. In 1887 he was called to the Bar, and in the following year was appointed Registrar of the Diocese of Hereford, a post which he retained till 1910. His work thenceforth was chiefly literary, and among his works were "The Trial of Lord Cochrane," "Famous Trials of the 19th Century," and "Lives of the Victorian Chancellors," which contained Lord Campbell's work. Mr. Atlay edited the two standard books on International Law by Hall and Wheaton, and was a copious and very useful contributor to the Dictionary of National Biography. In 1910 he was made a Special Commissioner of Income-tax.

Legal News.

Appointments.

Mr. B. FRANCIS WILLIAMS, K.C., has been appointed Treasurer of the Middle Temple for the ensuing year.

Mr. CHARLES HERBERT SMITH, Mr. HENRY WINCH, and Mr. IVOR BOWEN, K.C., have been elected Benchers of the Honourable Society of Gray's Inn.

Mr. GEORGE CAVE, K.C., M.P., Mr. F. R. T. RADCLIFFE, K.C., and W. E. W. HANSELL have been elected Masters of the Bench of the Inner Temple.

Mr. EDWARD MANSON has been appointed a registrar of the High Court in Bankruptcy.

Mr. ADRIAN POLLOCK, solicitor, a grandson of the late Sir Frederick Pollock, C.B., who has been City Remembrancer since 1903, has been elected Chamberlain and Treasurer of the City of London. Mr. Pollock was admitted in 1890.

General.

On the 21st inst., being the Grand Day of Michaelmas Term at Gray's Inn, the Treasurer (Mr. Arthur E. Gill) and the Masters of the Bench entertained at dinner the following guests:—Lord Macnaughten, Sir George Reid, Lord Justice Buckley, Mr. Justice Parker, Sir Felix Schuster, Sir Alfred Cripps, K.C., M.P., Sir James Crichton-Browne, Sir Herbert Tree, Mr. M. J. Muir-Mackenzie, the Provost of University College (Mr. T. Gregory Foster), and Mr. Chester Jones.

In view of the increased power of arrest proposed to be conferred on the police by the Criminal Law Amendment Bill, which has now passed through the House of Commons, the *Times* understands that the police authorities have constituted a special staff to carry out the detective work which will be thrown on Scotland Yard when the measure becomes law. The officers have been selected from among those who have had experience of the kind required, and who have, in addition, knowledge of foreign languages.

The Masters of the Bench of the Middle Temple entertained the following guests at dinner on the 20th inst.:—The American Ambassador, Viscount Morley of Blackburn, Viscount Falkland, Lord Abinger, Lord Aberdare, Lord Herschell, Mr. Hobhouse, M.P., the Dean of St. Paul's, Sir W. Crookes, O.M., Sir John Anderson, Sir Alfred Pearce Gould, the Headmaster of Westminster, the Rev. the Master, Mr. C. E. Corbett Woodall, Lieutenant-Colonel S. Sankey, Mr. M. W. McKellar, the Rev. the Reader, and Mr. J. J. Morgan.

At the end of the present week, says the *Globe*, Mr. Justice Phillimore will join the happy company of the judges who, having served on the Bench for fifteen years and more, are entitled to retire on a pension. It was on the 1st of December, 1897, that Sir Walter Phillimore, a life-long Liberal, was appointed by Lord Halsbury a judge of the King's Bench Division. He will be one of six judges of the Supreme Court who have earned a retiring allowance. Lord Justice Vaughan Williams, Lord Justice Kennedy, Mr. Justice Ridley, Mr. Justice Darling, and Mr. Justice Channell are the other five.

At Manchester Assizes, on the 21st inst., Mr. Justice Coleridge sentenced to two years' detention in prison under the Borstal system Alfred Kymer, 19, who had embezzled £1,450 from his employers, Messrs. Entwistle and Son, solicitors, of Middleton. It was the habit of the senior partner of the firm, who is Town Clerk of Middleton, to give Kymer blank cheques, and it was found that he had filled them in with what figures he pleased. On one occasion he appropriated £1,050 and then went away on his holidays. It was also stated that he lost £500 on one horse in the Cambridgeshire. Had the horse won, Kymer would have won between £7,000 and £8,000. The judge commented on the temptation placed in the prisoner's way by the laxity and want of business habits of his employers.

Lord Alverstone, who presided at a largely attended meeting at the Kensington Town Hall on Monday evening in support of the Bishop of London's fund, said he thought it very short-sighted, even from a business point of view, for those who built new estates in the suburbs of London not to leave adequate sites for churches, and even build the churches themselves, because church people, when choosing a residence, would naturally be influenced considerably by the church accommodation in the neighbourhood. He was ashamed that so much advocacy, argument, and begging should be required in regard to this fund. Sir Walter Phillimore said that when he saw the magnificent city churches losing their worshippers, he was inclined to regret that so much had to be spent on bricks and mortar, and would rather himself give £50 to the living agent in a new district than £10 towards a new church.

In the House of Commons, on Monday, Sir A. Griffith-Boscawen asked the President of the Local Government Board if he could state the number of local authorities who had applied to the Local Government Board for permission to prepare town-planning schemes, the number of authorities to whom such permission has been granted, and the number of town-planning schemes prepared or adopted by local authorities which had been approved by the Local Government Board; and whether the Local Government Board had issued any sets of



Incorporated
A.D. 1720.

Governor:
Sir Neville Lubbock,
K.C.M.G.

Head Office.

ROYAL EXCHANGE

ASSURANCE CORPORATION.

<p>FIRE, LIFE, SEA, Accidents, Motor Car, Plate-Glass, Burglary, Employers' Liability, Third Party, Fidelity Guarantees.</p>	<p>ANNUITIES. SPECIAL TERMS are granted in cases where health is impaired.</p>
--	--

The Corporation is prepared to act as TRUSTEE and EXECUTOR.
Apply for full particulars of all classes of Insurance to the Secretary—
HEAD OFFICE: ROYAL EXCHANGE, LONDON, E.C.
WEST END BRANCH: 44, Pall Mall, S.W.

general provisions under Clause 55 (1) of the Act of 1909 for carrying out town-planning schemes. Mr. Burns: The number of local authorities who have applied for permission to prepare town-planning schemes is 26. These applications relate to 34 schemes. The number of local authorities to whom the permission has been granted is 15 in respect of 20 schemes. Three schemes have been prepared and submitted for approval, but have not yet been finally approved. The answer to the last inquiry is in the negative. The information asked for is contained in the White Paper presented to the House on the 12th inst., except that one application for authority to prepare a scheme has been received since that date.

In the Westminster County Court on Monday, says the *Times*, before his Honour Judge Woodfall, a judgment of some importance to litigants was delivered in an appeal from the Registrar's order, which allowed part of King's Counsel's fees in the taxation of a bill of costs. It appeared that in the case of *Bates v. Gordon Hotels (Limited)* the plaintiff and his wife sued the hotel company for damages sustained in consequence of Mrs. Bates being supplied with alleged impure food at their hotel at Broadstairs. The jury trying the case, without hearing all the evidence for the defendants, decided against the plaintiffs, and Deputy-Judge Lush entered judgment for the defendants, with costs. On taxation the Registrar allowed part of the fee of Mr. Holman Gregory, K.C., who was leading counsel for the defendants. Mr. Morton Smith appealed against that allowance, on the ground that fees of two counsel should not be allowed in the county court, such a thing not being contemplated in county court practice. Mr. Henn Collins, opposing the application, contended that "counsel" in the rules meant singular or plural. Judge Woodfall, in the course of his judgment, expressed the opinion that it was contemplated that the county court might be the tribunal of cases as important as those in the High Court when the jurisdiction was extended, and that in important cases litigants should have the assistance of counsel they thought best to deal with their cases. This was a case of great importance, certainly for the defendants, and he thought the defendants well advised in briefing a leader. The Registrar had allowed about two-thirds of the fee marked upon the leader's brief, and his Honour considered he had a right to do so, and dismissed the application, with costs. There had been no decision on the point, and he would give leave to appeal if it was decided to test the question.

ROYAL NAVY.—Parents thinking of the Royal Navy as a profession for their sons can obtain (without charge) full particulars of the regulations for entry to the Royal Naval College, Osborne, the Paymaster and Medical Branches, on application. Publication Department, Gieve, Matthews, & Seagrove, Ltd., 65, South Molton street, London, W.—[Advt.]

WHY PAY RENT? Take an Immediate Mortgage free in event of death from the SCOTTISH TEMPERANCE LIFE ASSURANCE CO. (LIMITED). Repayments usually less than rent. Mortgage expenses paid by the Company. Prospectus from 3, Cheapside, E.C. Phone 6002 Bank.—Advt.

The Property Mart.

Forthcoming Auction Sales.

- Dec. 3.—Messrs. ST. QUENTIN, SON & STANLEY, at the Mart, at 2: Freehold Investments (see advertisement, page iii, this week).
Dec. 3.—Messrs. DUBREHAM, TEWSON, RICHARDSON & CO., at the Mart, at 2: Letting of Site, Freehold Ground Rent (see advertisement, page iii, Nov. 23).
Dec. 4.—Messrs. DANIEL SMITH, SON & OAKLEY, at the Mart: Residences, Building Estate, &c. (see advertisement, page xiii, Oct. 20).
Dec. 4.—Messrs. H. E. FOSTER & CRAWFIELD, at the Mart, at 2: Reversions, Annuity, Rent-charge, Life Interest, Shares, &c. (see advertisement, back page, this week).
Dec. 10.—Messrs. HOBBS & CO., at the Mart, at 2: Freehold Building Site (see advertisement, back page, Nov. 16).
Dec. 12.—Messrs. WATTHALL & GREEN invite tenders for Freehold Site (see advertisement, page xv, Oct. 26).

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice JOYCE.	Mr. Justice SWINFEN EADY.
Monday Dec. 2	Mr. Greswell	Mr. Syngo	Mr. Borrer	Mr. Church
Tuesday 3	Bloxam	Church	Leach	Farmer
Wednesday 4	Beal	Farmer	Greswell	Goldschmidt
Thursday 5	Borrer	Bloxam	Beal	Leach
Friday 6	Goldschmidt	Greswell	Bloxam	Borrer
Saturday 7	Leach	Beal	Syngo	Greswell

Date.	Mr. Justice WARRISBORO.	Mr. Justice NEVILLE.	Mr. Justice PARKES.	Mr. Justice EYS.
Monday Dec. 2	Mr. Leach	Mr. Farmer	Mr. Bloxam	Mr. Beal
Tuesday 3	Goldschmidt	Syngo	Beal	Greswell
Wednesday 4	Church	Bloxam	Syngo	Borrer
Thursday 5	Greswell	Goldschmidt	Farmer	Syngo
Friday 6	Beal	Leach	Church	Farmer
Saturday 7	Borrer	Church	Goldschmidt	Bloxam

Winding-up Notices.

London Gazette.—FRIDAY, NOV. 22.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

- A. B. DOBELL & Co, LTD. (IN LIQUIDATION).**—Creditors are required to send in, on or before Dec 31, their names and addresses, and the particulars of their debts and claims, to Mr. Harvey Freen, 17, Basinghall st., liquidator.
- ASH'S STORES, LTD.**—Petn for winding-up presented Nov 29, directed to be heard at the Town Hall, Fols, Dec 3. Reader & Co, 35, Coleman st., solors for the petn. Notice of appearing must reach the above named not later than six o'clock in the afternoon of Dec 7.
- ANGLO-ORIENTAL FINANCIAL TRUST, LTD.**—Petn for winding up, presented Nov 14, directed to be heard Dec 3. R. Chapman, Moorgate Station chmbrs, solors for the petn. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Dec 2.
- BASSETT & GYLLS (1909), LTD.**—Creditors are required, on or before Dec 23, to send their names and addresses, and the particulars of their debts or claims, to William Henry Swannell, 73, Basinghall st., Payne, Basinghall st., solors for the liquidator.
- CAFE VICTORIA (BRADFORD), LTD.**—Creditors are required, on or before Jan 3, to send their names and addresses, and the particulars of their debts or claims, to R. B. H. Heap, 32A, Market st., Bradford, liquidator.
- GREENWICH RUBBER RECOVERY CO, LTD.**—Creditors are required, on or before Dec 21, to send their names and addresses, and particulars of their debts or claims, to Hardy William Aguilie H slop, 49, Finsbury pvt, liquidator.
- HARRINGER HOUSE LTD. (IN VOLUNTARY LIQUIDATION).**—Creditors are required, on or before Dec 18, to send in their names and addresses, and the particulars of their debts or claims, to Sidney H. Clinch, 49, Finsbury pvt, liquidator.
- JOHN E. LEE & Co, LTD. (IN VOLUNTARY LIQUIDATION).**—Creditors are required, on or before Dec 13, to send their names and addresses, and the particulars of their debts or claims, to Robert James Ward, 2, Clement's Inn, Strand, liquidator.
- MAKUA TRADING CORPORATION, LTD. (IN LIQUIDATION).**—Creditors are required, on or before Jan 10, to send their names and addresses, and the particulars of their debts or claims, to John Bernard Morgan, 49, Queen Victoria st. Francis & Johnson, Great Winchester st., solors for the liquidator.
- MANLEY AND PAUL, LTD. (IN VOLUNTARY LIQUIDATION).**—Creditors are required, on or before Dec 31, to send in their names and addresses, and the particulars of their debts or claims, to J. K. Garloch, 16, King st., Cheapside, liquidator.
- PORTSMOUTH CONSERVATIVE CLUB CO, LTD.**—Creditors are required, on or before Jan 8, to send their names and addresses, and the particulars of their debts or claims, to Reginald Bullin, Prudential Buildings, Portsmouth, liquidator.
- RUBBER EXPLORATION CO, LTD.**—Petn for winding up, adjourned by the court will be heard Nov 28. Bruce Millar & Co., Bassi-haw House, Basinghall st., solors for petn. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Nov 25.
- WELLINGTON MANURE CO, LTD. (IN VOLUNTARY LIQUIDATION).**—Creditors are required, on or before Dec 9, to send their names and addresses, and the particulars of their debts or claims, to Alfred Willie Sully, Bank chmbrs, Cornhill, Bridgewater. Michell, solors for liquidator.
- WORCESTER AND DISTRICT BILLPOSTING AND ADVERTISING CO, LTD.**—Petn for winding up presented Nov 12, directed to be heard at the Shirehall, Worcester, on Dec 20, at 11.30. Herbert March, 15, Foregate st., Worcester, agent for White & Leonard, Bank bldgs, Ludgate circus, solors for the petn. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Dec 19.

London Gazette.—TUESDAY, NOV. 26.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

- DEAN & EASTWOOD LTD.**—Creditors are required, on or before Dec 27, to send in their names and addresses, and particulars of their debts or claims, to Ernest Smith, 7, Grimshaw st., Burnley, liquidator.
- IRISH MINERAL TAILING, LTD.**—Petn for winding up, presented Nov 21, directed to be heard before Mr. Justice Neville on Dec 10. Charles E. Roberts, 185, Ludbrook grove, agent for Cooksey, Belfast, solors for the petn. Notice of appearing must reach the above named Charles E. Roberts not later than 6 o'clock in the afternoon of Dec 9.
- J. TERRY & Co, LTD (IN VOLUNTARY LIQUIDATION).**—Creditors are required, on or before Dec 27, to send their names and addresses, and the particulars of their debts or claims, to James Herbert Haley, 62, Market st., Bradford Wright & Co, Bradford, solors for the liquidator.
- FERTH (W.A.) ESTATE CO, LTD.**—Creditors are required, on or before Dec 31, to send their names and addresses, and particulars of their debts or claims, to Walter Bramall, 529, Salisbury house, London Wall Greenup & Co, George st., Mansion House, solors for the liquidator.
- ROAD AND RAIL ENGINEERING LTD.**—Creditors are hereby required to forthwith come in and prove their debts or claims to, David Sibbald, Smith's Bank chmbrs, Derby. Wykes and Francis, Derby, solors for the liquidator.
- SOUTH COAST HAULAGE CO, LTD (IN LIQUIDATION).**—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Arthur Milne, 10, St. Swithin's ln, liquidator.
- W. S. SPENCER LTD.**—Creditors are required, on or before Jan. 7, to send in their names and addresses, and the particulars of their debts or claims, to Bernard Barnett, Bentinck Chambers, Market st., Mansfield, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette—TUESDAY, NOV. 19.

ELKIN AMERICAN TAILORING CO, LTD.
FAVARY, LTD.
MANLEY & PAUL, LTD.
ASHIE, LTD.
FERNHUGH & Co, LTD.
KEMON SYNDICATE, LTD.
RYTPE OIL SYNDICATE, LTD.
WITNEY COFFEE TAVERN CO, LTD.
TUBE & BELL, LTD (Reconstruction).
PRIMROSE SYNDICATE LTD.
SELLERS & Co, (EXMOUTH).
ANGLO-AUSTRIAN PETROLEUM SYNDICATE, LTD.
ANGLO-OTTOMAN DEVELOPMENT SYNDICATE, LTD.
JURA STEAMSHIP CO, LTD.
BLACKWOOD & BRITSON, LTD.
KUMBI RUBBER PLANTATIONS, LTD (Amalgamation).
BRITISH HOSIERY AND ELECTROLYTIC BLEACHING CO, LTD.
MINES PROPRIETARY, LTD.

London Gazette—FRIDAY, NOV. 22.

THOMPSON DRUG CO, LTD.
EDWIN HARRIS & Co, LTD.
SHARE INVESTMENT SYNDICATE, LTD.
CAIRO TIN AND COPPER, LTD.
W. S. SPENCER, LTD.
WINDGILL MINING CO, LTD.
NEWCASTLE GRAIN AND GENERAL WAREHOUSING CO, LTD.
MAKUA TRADING CORPORATION, LTD.
CAFE VICTORIA (BRADFORD), LTD.
PATENT BRAKE BLOCKS, LTD.
MACGREGOR ARMSTRONG, LTD.
EUROPEAN AND BRAZILIAN SHIPPING CO, LTD.
JONICA CUPON CO, LTD.
ROTHER SUPPLY CO, LTD.
HIPPODROME (FALKIRK), LTD.
BLACKPOOL COLOSSUM PICTUREDROME, LTD.
SEMI-INTRODUCTION SYNDICATE, LTD.
J. M. ROEBINDER & SONS, LTD.
CONSOLIDATED TIN SMELTING CO, LTD.
BRITISH BUSINESS MOTORS, LTD.
OXNEAD SYNDICATE, LTD.

London Gazette—TUESDAY, NOV. 26.

ROTHERHAM BUILDERS' SUPPLY CO, LTD.
SAILING SHIP "SENATOR" CO, LTD.
T. W. THOMAS & Co, LTD.
J. GIBBS & SON, LTD.
PNEUMATIC (1910), LTD.
CORONATION CINEMATOGRAPH CO, LTD.
DURBAN NAVIGATION COLLIERIES, LTD (Reconstruction).
SOUTH COAST HAULAGE CO, LTD.
WILLIAM COLE & SONS, LTD.
GRETA CO, LTD.
SUAREZ HERMANOS & Co, LTD.
BALIFFE BRIDGE GAS CO, LTD.

ATHERTONS

LIMITED,

63/4, Chancery Lane,
London, W.C.THE LEADING FIRM OF LEGAL PARTNERSHIP
AND SUCCESSION NEGOTIATORS.

TO SOLICITORS.

We desire to hear from gentlemen seeking a Partner or wishing to dispose of their Practices, as at the moment we have an exceptionally large number of eligible gentlemen with considerable capital awaiting openings.

GENERAL NOTES.

We are located in the most convenient centre of the Legal World, and our offices can be used by Solicitors from the provinces desirous of meeting their clients in London.

Professional gentlemen can rely upon the strictest confidence being observed in all matters, as Correspondence is only dealt with by the Principals. Our staff is thoroughly experienced in every detail of arranging Partnerships and Successions.

PROMPTITUDE.

The keynote of our success consists mainly in the rapid and thorough manner in which we carry out our clients' instructions, whether they are to Sell a Practice, obtain one, or provide a Partner. We invite correspondence.

MANAGING CLERKS.

We have on our Registers Admitted Solicitors prepared to act as Chief Clerks, and can supply suitable gentlemen to Firms requiring responsible Clerks at a moment's notice.

WRITE

Telephone: 2492 Holborn.

Telegrams:
"Alacrious, London."

ATHERTONS

LIMITED,

63/4, Chancery Lane,
London, W.C.

JUNILER DIAMOND MINING SYNDICATE, LTD.
BRINKBURN STEAMSHIP CO. LTD.
HENRY WHITE, LTD.
CANONS PARK ESTATE CO. LTD. (Reconstruction).
WATERPROOFING DEVELOPING SYNDICATE, LTD.
BEAL OF SCOTLAND STEAMSHIP CO. LTD.
PUGH (W.A.) ESTATE CO. LTD.
MARCHELON OF BUTE STEAMSHIP CO. LTD.
VAN OPEN & CO. LTD. (reconstruction).
BERTHOLEY STEAMSHIP CO. LTD.
NOLISEMENT STEAMSHIP CO. LTD.
TREFOURST CASH CHEMISTS' CO. LTD.
BRITISH PLATE GLASS INSURANCE CO. LTD.

Creditors' Notices. Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, NOV. 16.

GOLDSWORTHY, THOMAS, Newport, Mon, Contractor Dec 10 Newport Freehold Land Co, Ltd v Wood, Joyce and Eve, JJ Lewis, Newport, Mon

London Gazette.—TUESDAY, NOV. 19.

BLACKBURN, AUGUSTUS HENRY, St Leonard's ter, Chelsea Dag 31 Starkey v Walters Warrington, J Jones Norfolk st, Strand

London Gazette.—FRIDAY, NOV. 22.

BARNETT, FRANK, St James's st, Solicitor Jan 1 Spear-Morgan v Barnett, Neville, J Jacobs, Jordyn st
MEADOWS, GEORGE, Sandringham rd, Dalston Dec 23 Meadows v Meadows, Joyce, J Brighten, Crutched Friars
PLATER, GEORGE EVANS, Austin Friars Dec 23 Fosbery and Another v Fosbery, Eve, J Edmonds, Bishopgate

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, NOV. 22.

ATKINSON, JOSEPH BEAUMONT, Leamington, Warwick Dec 31 Haigh, Leeds
BAKER, ELIZA SOPHIA, Leeds Dec 24 Barr & Co, Leeds
BARNETT, HENRY, Swinford, Leicester, Baker Dec 22 Watson & Son, Lutterworth
BIRTLES, JOHN, Blackpool Dec 22 Wood & Low, Manchester
BOERNKE, MARY JANE, Winchester Dec 31 Faithfull & Davy, Winchester
BOYD, ALEXANDER CHARLES, Pont st Dec 31 Allistone, Bedford row
BOYD, MARGARET, Hutton, Lancs Dec 31 Radcliffe-Smith & Co, Liverpool
BRADDOCK, EMILY, Marle, Cheshire Dec 31 Marriott & Co, Manchester
BROWN, JANE HELEN, Twickenham Dec 14 Crossman & Co, Theobald's rd
BROWN, HENRY THOMAS, Twickenham Dec 14 Crossman & Co, Theobald's rd
BRYAN, JAMES GOSWELL, Colchester Dec 31 Collidge, Colchester
CALVERT, GEORGE WILLIS, Ingletton, Yorks, Farmer Dec 6 Pearson, Kirkby Lonsdale
CHART, WALTER, Houghurst, Woodchurch, Kent Dec 21 Mace & Sons, Tenterden
COLLINS, ARTHUR WILLIAM, Gloucester Dec 17 Franklin & Jones, Gloucester
COLLINS, FREDERICK PHILIP, Barcombe, Sussex Dec 23 Stringer, Brighton
COPELAND, ALICE, Kettering Dec 31 Heygate & James, Wellingborough
COTTELL, WILLIAM FOUKES, Southsea Dec 31 Evans & Co, Theobald's rd
CROFT, CHRISTOPHER CHARLES, Brixton rd Dec 31 Cooke, Coleman st
CROWDY, EDWARD PERCY, Farringdon, Berks Dec 20 Tarry & Co, Sergeant's inn, Fleet st
EDMONDS, LILLIAN, Freemantle, nr Southampton Dec 31 Bowling, Southsea
ETHERIDGE, CATHERINE GATHERCOLE, South Lowestoft Dec 24 Johnson, Lowestoft
FAULKNER, WILLIAM ELISHA, St John's rd, Brixton Dec 19 Miller & Smiths, Salter's Hall ct, Cannon st
FERGUSON, WILLIAM, Lytham, Lancs Dec 20 Turner & Sons, Preston
FRANKLIN, JOHN, Tipton Dec 28 Stanier & Co, Dudley
GARTON, WILLIAM HOLMES BOWLEY, Willoughby on the Wolds, Nottingham, Farmer Dec 21 Marriott, Nottin ham
GATLIF, HAMILTON, Eaton sq Dec 31 Howse & Eve, Salters' Hall ct, Cannon st
GLADWIN, FRANCIS Dec 18 Preston, Coleman st
GREEN, JAMES, Winchcomb, Glos Dec 6 Stephens & Stephens, Winchcomb S O, Glos
GREEN, JOHN, Llanarthney, Carmarthen Dec 20 James, Swansea
GRIFFITHS, JOHN, Llanarthney, Carmarthen Dec 20 James, Swansea
HALL, ELIZABETH, Llangwili, Mon Dec 31 Watkins & Co, Pontypool
HENDER, RICHARD WILLIAM, Bourneouth Dec 23 Janson & Co, College Hill
HEYGATE, JAMES, Wellingborough, Northampton, Solicitor Dec 31 Heygate & James, Wellingborough
HILL, WILLIAM REAR HODGEN, Manchester, House Furnisher Dec 24 Boots & Dutton, Manchester
HOLDSWORTH, EERA, Crumpsall, Manchester, Joiner Dec 23 Wragg, Manchester
HOMER, the Rev HENRY, Rugby Dec 13 Fuller & Son, Rugby
HOPE, JEAN, Cumberland ter, Regent's Park Dec 18 Lewis & Co, Millbank house, Westminster

HUTCHINSON, ELLEN, Leeds Dec 23 Denison, Leeds
JACKMAN, WILLIAM, Plymouth Jan 14 Wilson, Plymouth
KINAHAN, CROIL EDWARD, Cranley gins, Kensington Dec 20 Mackrell & Ward, Walbrook
KIRBY, HENRY GEORGE MIDDLETON, St James's st, Barrister at Law Jan 9 Warner & Kirby, Winchester
LAKE, MARY, Eastbourne Dec 19 Tucker & Co, New ct, Lincoln's inn
LEA, EUNICE, Chesterton, Staffs Dec 23 Slaney, Newcastle
LEVY, EMANUEL, Oakwood ct, Kensington Dec 31 Emanuel & Simmonds, Finsbury circus
MABBETT, FRANCES, Hornsey rise Dec 15 Mallinson, Fenchurch st
MAY, SIDNEY THOMAS, Bath, Automatic Machine Proprietor Dec 23 Scott, Bath
MITCHELL, WILLIAM WILLIS, Edebaston, Birmingham, Commercial Traveller Dec 31 Pointon & Evershed, Birmingham
MOFFETT, MARGARET ANN, South Shields Dec 23 Moore & Armstrongs, South Shields
OLDHAM, SARAH, Huddersfield Dec 24 Ward & Hirst, Huddersfield
OTTLEY, ALICE, Britannia house Jan 15 Bird & Bird, Gray's inn sq
PEARSON, ANNIE, Knowle, Warwick Jan 21 Lane & Co, Birmingham
PENN, ANNIE HARVEY, Abingdon rd, Kensington Dec 31 Galloworthy, Jewry chmbrs
PERRET, ALFRED, Buckland, Glos Dec 6 Stephens & Stephens, Winchcomb S O, Glos
RAYNES, GEORGE, Lowestoft Dec 23 Whitshire & Co, Lowestoft
ROBSON, HARRIET ANN, Newcastle upon Tyne Dec 21 Kent, Newcastle upon Tyne
ROSLIFF, JOHN, Farningworth, Yorks Jan 7 Brown & Son, Newcastle upon Tyne
SCHOLDS, DAVID, Manchester, Licensed Victualler Dec 31 Davy, Manchester
SEYMOUR, ARTHUR HENRY, Bruton st, Bond st Dec 16 Williams & James, Norfolk House, Thames embankment
SIDEROTT, GEORGE ISAAC, Manchester, Merchant Jan 4 Sale & Co, Manchester
SMITH, SEPTIMIUS FRANCIS, New Milton, Hants Dec 31 Blak & Co, Serjan's inn
STARKEY, JOHN, Blockley, Worcester Dec 6 Stephens & Stephens, Winchcomb S O, Glos
TAYLOR, ARTHUR, Heywood, Lancs, Stonemason Dec 24 Mills, Heywood
THOMAS, DAVID, Yatradown, nr Cowbridge, Glam Dec 21 Gwyn & Gwyn, Cowbridge
TURNER, CHARLES DONATUS, Southampton Dec 31 Pearce & Keale, Southampton
WATSON, REV ALFRED WILLIAM BROWN, Wakefield Dec 30 Stewart & Chalker, Wakefield
WHITLEY, WILLIAM EDWARD, Leytonstone, Essex Dec 21 Evans & Co, Theobald's rd
WINGFIELD, RICHARD, Brighton Dec 31 Stuckey & Co, Brighton
WRIGHT, Mrs FRANCIS, Leeds Confectioner Dec 13 Bulmer & Co, Leeds

London Gazette.—TUESDAY, NOV. 26.

RAGGE, THOMAS, Fletcher rd, Acton Green Dec 23 Davidson, Chancery ln
REDDING, WALTER, South Woodford Dec 15 Mills & Co, Finsbury sq
RELOC, EMMA ADELAIDE SOPHIE MARIE, Roland gins, Kensington Jan 7 Tippetts, Maiden ln
RINGLEY, FRANCES ANN, Sheffield Jan 13 Oxley & Coward, Rotherham
ROONEY, JAMES CHAPMAN, Devonport Dec 31 Gard & Co, Devonport
BROCKELL, BETSEY, Kirkham, Lancs Dec 2 Gaultier, Kirkham
BROWN, SOPHIA, Margate Dec 31 Broad & Co, Great Winchester at
BUSCHMAN, JANE MARGJORINE, Woodland rd, Upper Norwood Jan 7 Jukes, Grays Inn sq
RYDE, FREDERICK THOMAS, Bedford Jan 7 Freeman, Eastcheap
CHURCHILL, CHARLES EDWIN, Surbiton Jan 4 Myatt, Crutched friars
COAR, JOHN, Livesey, Lincs, Farmer Dec 24 Radcliffe & Hinson, Blackburn
CORTIS, ALFRED, Worthing, Merchant Jan 7 Verrall & Sons, Worthing
DALTON, JAMES GEORGE, Seven Sisters rd, Finsbury Park Jan 4 Pearce & Sons, West Smithfield
DEVERY, MARTIN, Bourneouth Dec 23 Rawlins & Rawlins, Bourneouth
DICKER, MARY, Southend on Sea Dec 31 Freeman, Eldon st
DOUBLE, ALFRED, JP, West-liff on S a Dec 1 Double & Sons, Fore st, Cripplegate
ECKFORD, DOUGLAS, Piccadilly Dec 22 Hills & Co, Queen Anne's gate
FAITHFULL FRANCES RUTH, Bramshott Rectory, Hants Dec 5 Mouler-Williams & Co Great Tower st
FYFE, WALTER, Shipley, Yorks Dec 21 Wright & Co, Shipley
GODDARD, SAMUEL CHARLES, Leeds Dec 14 Hatley, Leeds
GRILLS, WILLIAM, Clawton, Devon Jan 23 Peterson, Holworthy, Devon
HARRING, ELIZABETH, Loughborough Jan 9 Moss & Taylor, Loughborough
HEALE, MARY, Winfield, Hants Dec 31 Pearce & Keale, Southampton
HELMANS FIEDLER, Holbach, Lincs Jan 1 Harrison, Holbach
HOLMAN, ELIZABETH, Hillborough, Sheffield Jan 1 Smith & Co, Sheffield
JACKSON, ELIZABETH, Southport Jan 1 Finch & Co, Preston
LONGLAND, EDWIN OLIVER, Bitterne Park, South mpton Dec 31 Coxwell & Pope Southampton
MEREWETHER, ROBERT, Chellaston, Derby Jan 23 Briggs, Derby
PEACOCK, CHRISTOPHER METCALE, Milton st, Merchant Dec 31 Biddle & Co, Aldersbury
PICKERING, DYMAN Darnall, Sheffield Dec 30 Smith & Co, Sheffield
PURSELL, ERNEST ALBERT, Monks Risborough, Bucks, Farmer Dec 31 Hurwood & James, Aylesbury
PURVIS, Major General HERBERT MARK GARRETT, Cullompton, Devon Jan 8 Miller, Cullompton, Devon
ROGERS, MARY, Farnworth, nr Bolton Dec 16 Wilmont & Co, Southport
SADLER, JANE, Gloucester ter, Regent's Park Jan 1 Tyffe & Co, Essex st
SMALL, MOSES, Saint Thomas, Exeter, Horse Dealer Dec 30 Friend & Tarbet, Exeter
SPICE, WILLIAM, Mile End rd, Warehouseman Dec 28 Loxley & Co, Chapside
TRANER, SARAH, High Wycombe Dec 19 Bliss, High Wycombe
WADR WILLIAM, Maldon, Essex, Solicitor's Clerk Dec 31 Crick & Freeman, Maldon, Essex
WARRINGTON, JACOB, Denton, Lancs Dec 20 Knowles & Son, Hyde
WOOD, WILLIAM, New Barnet Dec 14 Poole, Barnet
WOOLLARD, BRIDGET, Caterham, Surrey Dec 27 Stanning, Cannon st
WRIGHT, AGNES, West Bridgford, Notts Dec 31 Walker & Hanson, Nottingham

Bankruptcy Notices.

London Gazette.—TUESDAY, NOV. 19.

FIRST MEETINGS.

BALDREY, CHARLES, Newbiggin, Glesston, nr Ulverston Lancs Nov 29 at 11 Off Rec, 16, Cornwallis st Barrow in Furness
BLIGH, WILLIAM HODGES, Ramsgate, Printer Nov 27 at 10.30 Off Rec, 68A, Castle st, Canterbury
BOWETT, THOMAS QUINSON, March, Cambridge, Land Agent Nov 30 at 12.30 Off Rec, 8, King st, Norwich
BULLIVANT, ISAAC, Nottingham, Bootmaker Nov 27 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
BURDON, WILLIAM, jun, South Shields, Durham, Grocer Nov 23 at 11 Off Rec, 50, Mosley st, Newcastle upon Tyne

CAIRNS, JOSEPH GUSTAVUS, Portsmouth, Watchmaker Nov 27 at 3 Off Rec, Cambridge Junction, High st, Portsmouth
DICKS, ARTHUR JAMES WOODROW, Sherston, nr Malmesbury, Wils Nov 27 at 3.30 Off Rec, 38, Regent circus, Swindon
FRANKLAND, WILLIAM, Burnley, Cotton Twister Nov 27 at 11 Off Rec, 13, Wincley st, Preston
FURY, BRYAN, Ludlow, Salop, Horse Dealer Nov 27 at 12 2, Off st, Hereford
GANDY, WILLIAM EDWARD, Featherstone st, Cabinet Manufacturer Nov 27 at 1 Bankruptcy bldgs, Carey st
GARNETT, JOHN FREDERICK, and WILLIAM GARNETT, Bowness on Windermere, Westm shireland, Nurseryman Nov 27 at 11.45 Off Rec, 16, Cornwallis st, Barrow in Furness
GOODALL, JAMES, Rodbourne Cheney, nr Swindon, Wils, Market Gardener Nov 27 at 4 Off Rec, 38, Regent circus, Swindon

GREEN, JAMES, Bristol, Wheelwright Nov 27 at 11.30 Off Rec, 26, Baldwin st, Bristol
GREEN, JOHN WILLIAM, Woodhouse, Leeds, Grocer Nov 27 at 3 Off Rec, 24, Bond st, Leeds
HODGKINSON, WILLIAM PEROT, Manchester, Cloth Agent Nov 23 at 11.30 Off Rec, Byrom st, Manchester
HOWLAND, S J, Cannon st, Manufacturer's Agent Nov 29 at 11 Bankruptcy bldgs, Carey st
HUDSON, FRANK, Colne, Lancs, Boot Maker Nov 27 at 10.30 Off Rec, 13, Wincley st, Preston
JARRETT, JAMES, Anclney Nov 27 at 12 Bankruptcy bldgs, Carey st
JENKINS, WILLIAM BEVAN, Carmarthen, Feather Merchant Nov 27 at 13 Off Rec, 4, Queen st, Carmarthen
KINGSTON, THOMAS, Wheaton Aston, Staffs, Farmer Nov 27 at 12 Off Rec, 30, Lichfield st, Wolverhampton
MOLLARD, JAMES PERCIVAL, Arundel, Nurseryman Nov 27 at 12 Off Rec, Cambridge Janct, High st, Portsmouth

NAYLOR, ERNEST JAMES, Parr, 81 Hobbs, Launce, Clogher
Nov 27 at 11 Off Rec, Union Marine Bldg, 11, Dale
St, Liverpool

NEALE, RICHARD EDWARD, Rustington, Sussex, Boot-
maker Nov 27 at 11.30 Off Rec, 12A, Marlborough
pl, Brighton

NICHOL, HENRY GROSE, Northwood, Financial Agent
Nov 27 at 12 Off Rec, 14, Bedford row

ORTON, WILLIAM JOHN SANDS, Hillside Farm, Rus-
kington, Lincs, Farmer Nov 29 at 12 Off Rec, 13,
Bank at Lincoln

PEACE, ARTHUR, Dunbar, nr Rotherham, Yorks, Licensed
Victualler Nov 27 at 11.30 Off Rec, Figure 1a, Shaf-
field

PEATFIELD, TOM, Bury, Lancs, Operative Bleacher Nov
28 at 12 Off Rec, 19 Exchange st, Bolton

PEPLOW, HARRY THOMAS, Wolverhampton, Turf Com-
mission Agent Nov 28 at 12 Off Rec, 30, Lichfield
st, Wolverhampton

PERRI, HAROLD BURDER, Firbank, Arnside, Westmor-
land Nov 27 at 11.30 Off Rec, 16, Cornwallis st,
Barrow in Furness

REYNOLDS, WILLIAM ROBERT, Town Hall, East Ham,
Bulldozer Nov 29 at 12 Bankruptcy bldg, Carey at

SALES, THOMAS ROWLAND, Whitstable, Kent Nov 28 at 11
Bankruptcy bldg, Carey at

SHEPHERD, THOMAS ARNOLD, Keadby, Lincs Dec 5 at
11.30 Off Rec, 19 Exchange st, Bolton

SHIPLEY, Enoch, Daybrook, Notts, Lace Curtain Manu-
facturer Nov 28 at 11 Off Rec, 4, Castle pl, Park st,
Nottingham

SOPER, WILLIAM CHARLES, Wimbeldon Park, Surrey
Baker Nov 27 at 11 132, York rd, Westminster
Bridge rd

SUMMERS, MONFAGU, Bucklersbury, Company Promoter
Nov 28 at 12 Bankruptcy bldg, Carey at

THOMAS, DAVID, Biscaya, Reding, Merioneth, Grocer
Nov 27 at 12 Crypt chambers, Chester

THORNE, WILLIAM, West Bagborough, Somerset, Farmer
Nov 27 at 8.15 3, Hammet st, Taunton

TUFFIN, ARCHIBALD AUGUSTINE, Winton Bournemouth,
Clerk Nov 27 at 8.45 Arcade chambers (first floor),
Bournemouth

WARD, ISAAC, Kingston upon Hull, Hay Factor Nov 29 at
11.30 Off Rec, York City Bank chambers, Lowgate,
Hull

WATKINSON, HENRY, Upholland, nr Wigan, Farmer Nov
29 at 11 Off Rec, 19, Exchange st, Bolton

WELSH, A. A., Clapham Common, Clerk Nov 27 at 11.30
132, York rd, Westminster Bridge rd

WHITWORTH, ARTHUR EDWIN, Sutherland pl, Bayswater,
Manager Nov 28 at 1 Bankruptcy bldg, Carey at

WOODFIELD, CHARLES HENRY, Burnley, Carter Nov 27 at
11.30 Off Rec, 13, Wickley st, Preston

WRIGHT, SIDNEY JOHN, Wellington rd, St John's Wood,
House Agent Nov 29 at 1 Bankruptcy bldg,
Carey at

ADJUDICATIONS.

AMEET, ROBERT THORPE, Barnston, Chester, Buller
Birkenhead 1st Oct 5 Ord Nov 15

BOWETT, THOMAS QUINTON, March, Cambridge, Land Agent
King's Lynn 1st Oct 21 Ord Nov 16

BRANFIELD, WILLIAM JOHN, Notwell Farm, Eddington,
Somerset, Farmer Taunt n 1st Oct 16 Ord Nov 16

COOPER, GEORGE, Manchester, Carrier Manchester Pet
Nov 16 Ord Nov 16

DEAN, GEORGE, Gwaunacegurwen, Glam, Colliery Labourer
Neath and Abertawe Pet Nov 16 Ord Nov 16

DOLBY, ALFRED JAMES, Chalfont Saint Peter, Bucks, Coal
Merchant Aylesbury Pet Oct 28 Ord Nov 14

FITZWILLIAM, GEORGE JAMES CHARLES WENTWORTH,
Milton, Northampton Pet Nov 14 Ord Nov 14

HARLEY, HENRY KELLET, Sloane gds Windsor Pet
Nov 16 Ord Nov 16

HEWITT, ALBERT, Brandon Colliery, Durham, Boiler-smith
Durham Pet Nov 14 Ord Nov 14

JENKINS, WALTER HENRY, Tooting, Builder's Merchant
Wandsworth Pet Nov 12 Ord Nov 15

JENKINSON, WILLIAM, Whittington, nr Oswestry, Salop
Contractor Wrexham Pet Nov 16 Ord Nov 16

JOHNSON, HOWARD SAMUEL, Worthing, Fruit Grower
Brighton Pet Oct 26 Ord Nov 14

KENNEDY, FREDERICK RIVERS, Palace Mans, Kensington
High Court Pet Oct 4 Ord Nov 15

MOLLARD, JAMES PERCIVAL, Arundel, Nurseryman
Portsmouth Pet Nov 14 Ord Nov 14

NEALE, RICHARD EDWARD, Rustington, Sussex, Boot Maker
Brighton 1st Oct Nov 14 Ord Nov 14

PEACE, ARTHUR, Dunbar, nr Rotherham, Yorks, Licensed
Victualler Sheffield Pet Oct 17 Ord Nov 15

PEATFIELD, TOM, Bury, Lancs, Operative Bleacher Bolton Pet
Nov 14 Ord Nov 14

PEPLOW, HARRY THOMAS, Wolverhampton, Turf Com-
mission Agent Wolverhampton Pet Nov 15 Ord
Nov 15

PROCTOR, FREDERICK, Bignor, Sussex, General Dealer
Brighton 1st Oct Aug 32 Ord Nov 14

RADNELL, LOUIS, Arnold, Notts, Blacksmith's Striker
Nottingham Pet Nov 14 Ord Nov 14

SALDSTEIN, HARRY, and JULIUS SALDSTEIN, Brighton,
Fruit Merchants Brighton Pet Oct 26 Ord Nov 14

TUFFIN, ARCHIBALD AUGUSTINE, Winton, Bournemouth,
Surveyor's Clerk Poole Pet Nov 15 Ord Nov 15

WARD, ISAAC, Kingston upon Hull Hay Factor Kings-
ton upon Hull Pet Nov 16 Ord Nov 16

WHITWORTH, ARTHUR EDWIN, Sutherland pl, Bayswater,
Manager High Court Pet Nov 14 Ord Nov 14

WOOD, A. COLPOYS, Crowborough, Sussex, Architect
Tunbridge Wells Pet Oct 19 Ord Nov 15

WOODFIELD, CHARLES HENRY, Burnley, Carter Burnley
Pet Nov 15 Ord Nov 15

London Gazette.—FRIDAY, NOV. 22.

RECEIVING ORDERS.

ALBERT, JOHN, Hove, Sussex, Auctioneer Brighton Pet
Nov 2 Ord Nov 30

BELL, FRANCIS FARRER, Goxhill, Lincs Great Grimaby
Pet Nov 19 Ord Nov 19

BRADLEY, SAMUEL, Manchester, Wire Mattress Manufac-
turer Manchester Pet Nov 19 Ord Nov 19

BROWN, JAMES, Blackpool High Court Pet Sept 26
Ord Nov 19

BRYANT, ARTHUR WILLIAM BOWMAN, Woolston, South-
ampton, Engineer Southampton Pet Nov 19 Ord
Nov 19

BURCHILL, FRANK JOHN LEWIS, Plymouth, Tobacco-nist
Plymouth Pet Nov 18 Ord Nov 18

BURY, H. Hills pl, Oxford circus High Court Pet Sept 23
Ord Nov 19

CARDEN, ALBERT JOHN, Dunster House, Mark In, Spirit
Broker High Court Pet Oct 31 Ord Nov 19

CHIVERS, ALFRED EDWARD, Temple Cloud, Somerset, Baker
Wells Pet Nov 19 Ord Nov 19

COWLING, FRED WATKIN, Ferryhill, Durham, Baker
Durham Pet Nov 19 Ord Nov 19

FIFIELD, WILLIAM, Brighton, Motor Tyre Repairer
Brighton Pet Nov 19 Ord Nov 19

FORSTER, ROBERT, Norwich, Florist Norwich Pet Nov 18
Ord Nov 18

FLOYD, ALEXANDER HERBERT, Southend on Sea, Builder
and Contractor Chelmsford Pet Oct 15 Ord Nov 15

GANNON, JOSEPH THOMAS, Manchester, Fruit Salesman
Manchester Pet Nov 18 Ord Nov 18

GOLDING, SAMUEL, Bolton, Coal Dealer Bolton Pet Nov
19 Ord Nov 19

GOOTCH, WILLIAM, Manchester, Boot Maker Man-
chester Pet Nov 5 Ord Nov 15

HARDMAN, FRED, Manchester, Cotton Waste Dealer Man-
chester Pet Oct 31 Ord Nov 19

HORNE, SAMUEL, Oldham, Cotton Operative Oldham Pet
Nov 19 Ord Nov 19

HUNTERSTONE, WILLIAM, North Somerset, Lincs,
Labourer Great Grimaby Pet Nov 18 Ord Nov 18

HURST, HENRY, Weston Point, nr Buncum, Licensed
Victualler Warrington Pet Nov 15 Ord Nov 15

IVESON, ALBERT ERNEST, Cromwell rd, Surveyor High
Court Pet May 14 Ord Nov 15

JENKINS, ALFRED, Ebbw Vale, Mon, Carpenter Tredegar
Pet Nov 18 Ord Nov 18

LOVIBOND, HENRY, Manor Park, Essex, High Court Pet
Oct 25 Ord Nov 20

MIDDLEBROUGH, BENJAMIN, Marsworth, Bucks, Solicitor
High Court Pet Oct 3 Ord Nov 20

MUTTON, ARTHUR HENRY, Hemel Hempstead, Herts, Com-
mercial Traveller St Albans Pet Nov 19 Ord
Nov 19

POPPER, ERNEST J, Lsly, Holloway, Baker High
Court Pet Oct 21 Ord Nov 30

ROBINSON, C, Oxford st High Court Ord Nov 16

SANDROCK, HENRY ALBERT, Peterchurch, Hereford Corn
Merchant Hereford Pet Nov 8 Ord Nov 20

SLAVERY, HENRY EDWARD, Newport, Salop, Baker Staf-
ford Pet Nov 19 Ord Nov 19

SMITH, ANDREW CHARLES, Addiscombe, Surrey Crofton
Pet Sept 24 Ord Nov 19

STRAKE, ARTHUR, Coventry, Baker Coventry Pet Nov 14
Ord Nov 19

BUTTON, WESLEY, Liverpool, Traveller Liverpool Pet
Nov 6 Ord Nov 19

THOMPSON, LAWRENCE MALCOLM, Billingshurst, Sussex,
Builder Brighton Pet Nov 19 Ord Nov 19

TOWHAM, FRANK EDWIN, Scarborough Scarborough Pet
Nov 1 Ord Nov 20

WOLFE, HENRY, Clifton, nr Salford, Poultry Dealer Salf-
ord Pet Nov 20 Ord Nov 20

Amended Notice substituted for that published in the London Gazette of Oct 22:

TRUSSELL, ERNEST WILLIAM HARRY, Wolverhampton,
Motor Engineer Wolverhampton Pet Oct 17 Ord
Oct 17

Amended Notice substituted for those published in the London Gazette of Nov 15:

WALMSLEY, WILLIAM Bolton, Grocer Bolton Pet Nov 11
Ord Nov 11

OVERTON, WILLIAM JOHN SANDS, Ruskington, Lincoln,
Farmer Boston Pet Nov 11 Ord Nov 11

CAIRNS, JOSEPH GUSTAVUS, Portsmouth, Watchmaker
Portsmouth Pet Nov 11 Ord Nov 11

FIRST MEETINGS.

ALBERTON, CHARLES, Southend on Sea Dec 3 at 12 Off
Rec, 14, Bedford row

BARNES, JOHN, Chessham, Bucks, Boot Manufacturer Dec
3 at 12 Bankruptcy bldg, Carey at

BELL, FRANCIS FARRER, Goxhill, Lincs Dec 5 at 10 Off
Rec, St Mary's chambers, Great Grimaby

BROWNE, JAMES, Blackpool Dec 2 at 11 Bankruptcy
bldg, Carey at

BRYANT, ARTHUR WILLIAM BOWMAN, Woolston, South-
ampton, Engineer Dec 2 at 11 Off Rec, Midland
Bank chambers, High st, Southampton

BURCHILL, FRANK JOHN LEWIS, Plymouth, Tobacco-nist
Dec 4 at 3.30 2, Buckland ter, Plymouth

BURY, H. Hills pl, Oxford circus Dec 2 at 12 Bankruptcy
bldg, Carey at

CARDEN, ALBERT JOHN, Dunster House, Mark In, Spirit
Broker Dec 2 at 1 Bankruptcy bldg, Carey at

COOPER, GEORGE, Chessham, Manchester, Carrier Nov 30
at 11 Off Rec, Byron st, Manchester

DAVIS, TOM, Wimbeldon, Cambridge, Commission Agent
Dec 3 at 11.15 Griffin Hotel, March

DEAY, GEORGE, Gwaunacegurwen, Glam, Colliery Labourer
Nov 30 at 11 Off Rec, Government bldg, St May's
st, Swansea

DOLBY, ALFRED JAMES, Chalfont St Peter, Bucks, Coal
Merchant Nov 30 at 11.30 Off Rec, 1, St Aldate's,
Oxford

FIFIELD, WILLIAM, Brighton, Motor Tyre Repairer Nov
30 at 11 Off Rec, 12A, Marlborough pl, Brighton

GODDARD, GEORGE HENRY, High-rd, Chiswick, House
Furnisher Dec 2 at 12 Off Rec, 14, Bedford row

GREEN, WILLIAM TURNER, Great Grimaby, Stonemason
Dec 3 at 11 Off Rec, St Mary's chambers, Great Grimaby

HEWITT, ALBERT, Brandon Colliery, Durham, Boiler-smith
Dec 3 at 2.30 Off Rec, 3, Manor pl, Sunderland

HORNE, SAMUEL, Oldham, Cotton Operative Dec 6 at 11.30
Off Rec, Greaves st, Oldham

IVESON, ALBERT ERNEST, Cromwell rd, South Kensington,
Surveyor Dec 3 at 11 Bankruptcy bldg, Carey at

JONES, ARTHUR EDWIN, Linton, Hereford, Inkeeper
Dec 2 at 11.30 Off Rec, 11, Copenhagen st, Worcester

POPPER, ERNEST J, Lsly, Holloway, Baker Dec 4 at 1
Bankruptcy bldg, Carey at

RADNELL, LOUIS, Arnold, Notts, Blacksmith's Striker
Dec 2 at 11 Off Rec, 4, Castle-place, Park-street,
Nottingham

RAMSON, FERRY KEMP, Dover, Grocer Nov 30 at 12.15
Off Rec, 63A, Casle st, Canterbury

SCHLOSSER, FRANK, Kew Green, Surrey, Journalist Dec
2 at 11 132, York rd, Westminster Bridge rd

SMITH, ANDREW CHARLES, Addiscombe, Surrey Dec 2 at
11.30 132, York rd, Westminster Bridge rd

SMITH GENERAL MERCHANDISE CO, Aldersgate st, Pro-
vision Dealers Dec 4 at 11 Bankruptcy bldg
Carey at

STANILAND, ARTHUR J, Eakring, Notts, Farmer Dec 2
at 3 Off Rec, 4, Castle pl, Park st, Nottingham

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1890.

LICENSES INSURANCE.

SPECIALISTS IN ALL LICENSING MATTERS.

Upwards of 750 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.
Suitable Clauses for insertion in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

POOLING INSURANCE.

The Corporation also insures risks in connection with FIRE, CONSEQUENTIAL LOSS, BURGLARY, WORKMEN'S COMPENSATION, FIDELITY GUARANTEE, THIRD PARTY, &c., under a perfected Profit-sharing system.

APPLY FOR PROSPECTUS.

LAW FIRE

INSURANCE SOCIETY LIMITED,

No. 114, Chancery Lane, London, W.C.

BONDS—The Directors desire to specially draw the attention of the Legal Profession to the fact that the Fidelity Guarantee Bonds of this Society are accepted by His Majesty's Government and in the High Court of Justice.

Fire. Personal Accident and Disease. Burglary. Fidelity Guarantee. Workmen's Compensation, including Domestic Servants. Property Owners' Indemnity. Third Party. Plate Glass.

DIRECTORS—

CHARLES PLUMPTRE JOHNSON, Esq., J.P., *Chairman* (formerly of Johnson, Raymond-Barber & Co., Lincoln's Inn).
ROMER WILLIAMS, Esq., D.L., J.P., *Vice-Chairman* (Williams & James), Norfolk House, Thames Embankment.

GEORGE FRANCIS BERNER, Esq. (Corralls & Berner), Lincoln's Inn Fields.
H. D. BEWES, Esq. (Bewes & Dickinson), Stonehouse, Plymouth.
L. C. CHOLMELEY, Esq. (Frere, Cholmeley & Co.), Lincoln's Inn Fields.
EDMUND FRANCIS BLAKE CHURCH, Esq. (Church, Adams & Prior), Bedford Row.
F. E. E. FAREBROTHER, Esq. (Flaggate & Co.), Craig's Court, Charing Cross.
HENRY LEFEVRE FARRER, Esq. (Farrer & Co.), Lincoln's Inn Fields.
E. A. FREELAND, Esq. (Nicholson, Patterson & Freeland), Queen Anne's Gate, Westminster.
C. W. GRABAM, Esq. (Lawrence, Graham & Co.), Lincoln's Inn.
W. A. T. HALLOWES, Esq. (Hallowes & Carter), Bedford Row.
EDWIN HART, Esq. (Budd, Brodie, & Hart), Bedford Row.
E. CARLETON HOLMES, Esq. (formerly of E. Carleton Holmes, Fell & Wade), Bedford Row.
FRANCIS REGINALD JAMES, Esq. (Gwynne James & Son), Hereford.
HARRY W. LEE, Esq. (Lee, Bolton & Lee), The Sanctuary, Westminster.
DILON R. L. LOWE, Esq. (Lowe & Co.), Temple Gardens.
FREDERICK STUART MORGAN, Esq. (Saxton & Morgan), Somerset Street.

SIR RICHARD NICHOLSON (Nicholson, Patterson & Freeland), Queen Anne's Gate, Westminster.
WILLIAM NOCTON, Esq., D.L., J.P. (Nocton & Sons), Great Marlborough Street.
RONALD PRAKE, Esq. (Prake, Bird, & Co.), Bedford Row.
JOHN DOUGLAS PEEL, Esq. (Morrell, Peon & Peel), Oxford.
THOMAS BAWLE, Esq. (Rawle, Johnstone & Co.), Bedford Row.
J. E. W. RIDER, Esq. (Rider, Heaton & Co.), Lincoln's Inn.
GEORGE L. STEWART, Esq. (Lee & Pemberton), Lincoln's Inn Fields.
The Right Hon. LORD STRATHEDEN AND CAMPBELL, Bruton Street.
J. PERCEVAL TATHAM, Esq. (Tatham & Procter), Lincoln's Inn Fields.
R. W. TWEEDIE, Esq. (A. F. & B. W. Tweedie), Lincoln's Inn Fields.
W. MELMOTH WALTERS, Esq. (Walters & Co.), Lincoln's Inn.
SIR HENRY ARTHUR WHITE, C.V.O. (A. & H. White), Great Marlborough Street.
E. H. WHITEHEAD, Esq. (Burch, Whitehead & Davidson), Spring Gardens.
E. TREVOR LL. WILLIAMS, Esq., J.P., Clock House, Hyfleet, Surrey.

SECRETARY—H. T. OWEN LEGGATT.

ASSISTANT SECRETARY—ARTHUR E. C. WHITE.

This Society, consequent on its close connection with, and exceptional experience of the requirements of, the Legal Profession, INVITES APPLICATIONS FOR AGENCIES FROM SOLICITORS, TO WHOM IT IS ABLE TO OFFER SPECIAL FACILITIES for the transaction of insurance business on the most favourable terms. It enjoys the highest reputation for prompt and liberal settlement of claims. Prospectuses and Proposal Forms and full information may be had at the Society's Office. The business of the Society is confined to the United Kingdom, and the security offered to the Policy Holders is unsurpassed by any of the leading Insurance Companies.

THOMPSON, LAWRENCE MALCOLM, Billingshurst, Sussex, Builder Nov 30 at 12 Off Rec, 12A, Marlborough pl, Brighton
WHITE, JESSIE, Hemel Hempstead, Herts Dec 3 at 3 Off Rec, 14, Bedford row
WILLIAMS, GEORGE, Central, nr Maesteg, Glam, Collier Nov 30 at 11 117, St. Mary at, Cardiff

Amended Notice substituted for that published in the London Gazette of Nov 19:

THORNY, WILLIAM, West Bagborough, Somersetshire, Farmer Nov 27 at 3.15 3, Hammet st, Taunton

ADJUDICATIONS.

BELL, FRANCIS FRER, Goxhill, Lincs Great Grimsby Pet Nov 19 Ord Nov 19
BRADLEY, SAMUEL, Manchester, Wire Mattress Manufacturer Manchester Pet Nov 19 Ord Nov 19
BRYANT, ARTHUR WILLIAM BOWMAN, Woolston, Southampton Engineer Southampton Pet Nov 19 Ord Nov 19
BUSHNELL, FRANK JOHN LEWIS, Plymouth, Tobaccocon Plymouth Pet Nov 18 Ord Nov 20
CHIVERS, ALFRED EDWARD, Temple Cloud, Somerset, Baker Wells Pet Nov 19 Ord Nov 19
COOK, WILLIAM THOMAS, High st, Leppford, Greengrocer Greenwich Pet Oct 21 Ord Nov 19
COWLING, FRED WATKIN, Ferryhill, Durham, Baker Durham Pet Nov 19 Ord Nov 19
CUTTENDEN, WILLIAM, Hastings, Solicitor Hastings Pet Aug 13 Ord Nov 19
DANIEL, ARTHUR WILLIAM, Flocadilly High Court Pet Sept 2 Ord Nov 18
FIFIELD, WILLIAM, Brighton, Motor Tyre Repairer Brighton Pet Nov 19 Ord Nov 19
FOSTER, ROBERT, Norwich, Florist Norwich Pet Nov 18 Ord Nov 18
GARNON, JOSEPH THOMAS, Manchester, Fruit Salesman Manchester Pet Nov 18 Ord Nov 18
GOLDING, SAMUEL, Bolton, Coal Dealer Bolton Pet Nov 19 Ord Nov 19
GOOSTREY, WILLIAM, Manchester, Boot Maker Manchester Pet Nov 5 Ord Nov 20
HORN, SAMUEL, Oldham, Cotton Operative Oldham Pet Nov 19 Ord Nov 19
HURD, STONE, WILLIAM, North Somercotes, Lincs, Labourer Great Grimsby Pet Nov 18 Ord Nov 18
JENKINS, ALFRED, Ebbw Vale, Mon, Carpenter Tredegar Pet Nov 18 Ord Nov 18
MUTTON, ARTHUR HENRY, Hemel Hempstead, Herts, Commercial Traveller St Albans Pet Nov 19 Ord Nov 19
REYNOLDS, WILLIAM ROBERT, East Ham, Essex, Builder High Court Pet Oct 16 Ord Nov 19
SLAUGHTER, HENRY EDWARD, Newport, Salop, Baker Stafford Pet Nov 19 Ord Nov 19
SOVER, WILLIAM CHARLES, Durnford rd, Wimbledon Park, Baker Kingston, Surrey Pet Sept 25 Ord Nov 19
STARR, ARTHUR, Coventry, Baker Coventry Pet Nov 14 Ord Nov 19

THOMPSON, LAWRENCE MALCOLM, Billingshurst, Sussex, Builder Brighton Pet Nov 19 Ord Nov 19
WELSH, ALFRED ALEXANDER, Kyrle rd, Clapham Common, Clerk Wandsworth Pet Sept 24 Ord Nov 18
WILDERSPIN, ERNEST ALFRED, Stratford, Essex, Mechanical Engineer High Court Pet Oct 10 Ord Nov 18
WOLFE, HENRY, Clifton, nr Salford, Poultry Dealer Salford Pet Nov 20 Ord Nov 20
WOODWARD, WILLIAM GEORGE, Hamilton rd East Finchley, Butcher Barnet Pet Oct 22 Ord Nov 20

ADJUDICATION ANNULLED.

BATHE, JOHN WILLIAM ROSS, Handel mans, Brunswick sq High Court Ad ud May 9, 1905 Annual Nov 18, 1912

ADJUDICATION ANNULLED. RECEIVING ORDER RESCINDED AND PETITION DISMISSED.

MORRELL, JOSEPH THOMAS, Southend on Sea, Commercial Clerk Chelmsford Pet and Ord Mar 2, 1910 Adjud Mar 4, 1910 Annual of Adjud, Resc of Rec Ord and Dis of Pet Nov 11, 1912

London Gazette.—TUESDAY, Nov. 26.

RECEIVING ORDESS.

BINNEY, LUKE HENRY, Coventry, Pawnbroker Coventry Pet Nov 22 Ord Nov 22
BLAIN, ABRAHAM, Dutton, nr Preston Brook, Chester, Blacksmith Warrington Pet Nov 22 Ord Nov 22
BLAKELEY, ALICE MAUD MARY, and MOHR, LEON, Bradford Leeds Pet Nov 21 Ord Nov 21
BRISCOE, WILFRED HENRY, Warwick, Tailor Warwick Pet Nov 22 Ord Nov 22
BURCHER, WALTER JOHN THOMAS, Northfleet, Kent, Grocer Rochester Pet Nov 23 Ord Nov 23
CAMP, JOHN, North Ockendon, Essex, Bookkeeper High Court Pet Nov 22 Ord Nov 22
CARROLL, GEORGE, Roshampton, Builder Wandsworth Pet Nov 21 Ord Nov 21
CLARK, ERNEST, Sandiacre, Derby, Iacemaker Derby Pet Nov 22 Ord Nov 22
DEWSON, SYDNEY JAMES, Walton on Thames, Surrey Kingston, Surrey, Pet Oct 26 Ord Nov 21
DICK, LIZZIE BETSY, Wardour at High Court Pet Nov 21 Ord Nov 21
FREEDMAN, LOUIS, Horsford rd, Brixton, Moneylender's Manager High Court Pet Nov 1 Ord Nov 22
GOLD, THOMAS, Harrow High Court Pet Oct 3 Ord Nov 22
GREEN, FRANK HERBERT, Stratford rd, Plaistow, Essex Draper High Court Pet Nov 21 Ord Nov 21
HARBOTTLE, JOHN GEORGE, and HUTCHINSON, JOHN, Newcastle upon Tyne, Timber Merchants Newcastle upon Tyne Pet Oct 29 Ord Nov 19
HARDISTY, EDWARD ERNEST, Bridlington, Yorks Scarborough Pet Nov 22 Ord Nov 22
HEWITT, ARTHUR, Whitefriars st, Paper Illustrator High Court Pet Oct 17 Ord Nov 22
HOUNSOME, SAMUEL, Chichester, Baker Brighton Pet Nov 21 Ord Nov 21

JAMES, VICTOR HOLLAND, Earl's Court gdns High Court Pet Oct 28 Ord Nov 22
KELSEY, GORDON RAINS, Marconi House, Strand High Court Pet Aug 24 Ord Nov 20
KEMP, RICHARD, Kingston upon Hall Labourer Kingston upon Hall Pet Nov 21 Ord Nov 21
KENT, WILLIAM, Norwich, Blacksmith Norwich Pet Nov 23 Ord Nov 23
LANGSTAFF, HARRY, Leeds, Engineer's Pattern Maker Leeds Pet Nov 23 Ord Nov 23
LAW, JOSEPH BENJAMIN, Hulme, Manchester, Funeral Director Manchester Pet Nov 21 Ord Nov 23
LENZENI, JOSEPH, Sheffield, Boot Dealer Sheffield Pet Nov 6 Ord Nov 22
MILLS, SARAH ANN, Warrle, Lanes, Farmer Rochdale Pet Nov 12 Ord Nov 23
MORGAN, JOHN, Buihth, Mon, Outfitter Newton Pet Nov 22 Ord Nov 22
PLENNER, MICHAEL, Mount at, Shoreditch, Cabinet Maker High Court Pet Oct 23 Ord Nov 20
PODGUR, LIONEL JOSEPH, Newport, Tailor's Traveller Newport, Mon Pet Nov 22 Ord Nov 22
POUTNEY, EDWARD WILLIAM, Hill Top, Ulverston, Lanes, Solicitor Barrow in Furness Pet Nov 22 Ord Nov 22
PRIDDLE, HENRY, Thomas-own, Tonyrefail, Glam, Collier Pontypridd Pet Nov 20 Ord Nov 20
ROBINSON, CHARLES COLLINS, Whitechapel rd, Builder High Court Pet Sept 27 Ord Nov 21
STOKES, SYDNEY EDWARD, Dutton, nr Preston Brook, Chester, Schoolmaster Warrington Pet Nov 23 Ord Nov 23
TAPPENDEN, CHARLOTTE ANN, East Dulwich High Court Pet Sept 16 Ord Nov 21
TOOGOOD, WILLIAM ALBERT, Cheltenham Baker Cheltenham Pet Nov 22 Ord Nov 22
TORRANCE, GEORGE WOODBURN, Chadwell Heath, Essex Farmer Chelmsford Pet Nov 22 Ord Nov 22
TURNER, KATHARINE MARY, Thetford, Norfolk, Boarding House Keeper Bury St Edmunds Pet Nov 6 Ord Nov 20
WASTENEY, EMMANUEL, Linnington, nr Rotherham Yorks, Carter Sheffield Pet Nov 23 Ord Nov 23
WATSON, WILLIAM, Colwick, Notts, Mineral Water Traveler Nottingham Pet Nov 11 Ord Nov 22
WEST, VICTOR CARTER, Savoy Hotel, Strand, Journalist High Court Pet Sept 11 Ord Nov 8
WIGGIE, CHARLES and WILLIAM STANLEY COCKERTON, General Fete rd, East Ham, Cranworth gdns, Kensington, Butchers High Court Pet Nov 3 Ord Nov 23
WILLIAMS, ELIZABETH and WILLIAM WILLIAMS, Pen-y-bont, Garm Dolbenham, Carnarvon, General Merchants Portmadoc Pet Aug 31 Ord Nov 4

Amended Notice substituted for that published in the London Gazette of Oct 8:
ALLEN, JOHN, Dile End, Darlington, Staffs, Beerhouse Keeper Walsall Pet Oct 4 Ord Oct 4

Amended Notice substituted for that published in the London Gazette of Nov 8:
PHILLIPS, MORRIS, Cheetham, Manchester, Tailor Manchester Pet Oct 24 Ord Nov 6

Amend d Notices substituted for that published in the London Gazette of Nov 19:

PEWLOW, HARRY THOMAS, Wolverhampton, Turf Commission Agent Wolverhampton Pet Nov 15 Ord Nov 15

FIRST MEETINGS.

ALBERT, JOHN, Hove, Sussex, Auctioneer Dec 4 at 11.30 Off Rec, 12a, Marlborough pl, Brighton
 BARNETT, WILLIAM FOSTER, Nottingham Dec 5 at 3 Off Rec, 4, Castle pl, Park st, Nottingham
 BAUM, ALLAN (deceased), Derby, Incorporated Accountant Dec 6 at 11.30 Court House, 20, St Peter's Churchyard, Derby
 BINNEY, LUKE HENRY, Coventry, Pawnbroker Dec 5 at 3 Off Rec, 8, High st, Coventry
 BLAKELEY, ALICE MAUD MARY, and LEON MOHR, Bradford Dec 4, at 2.30 Off Rec, 24, Bond st, Leeds
 BRADLEY, SAMUEL, Monton, Eccle, Lancs, Wire Mattress Manufacturer Dec 4 at 3 Off Rec, Byrom st, Manchester
 BRANFIELD, WILLIAM JOHN, Raddington, Somersetshire Farmer Dec 5 at 3.15 3, Hammet st, Taunton
 CAMP, JOHN, North Ockenden, Essex, Bookkeeper Dec 6 at 1 Bankruptcy bldgs, Carey st
 CARROLL, GEORGE, Rochester, Builder Dec 4 at 11.132, York rd, Westminster Bridge rd
 CHIVERS, ALFRED EDWARD, Temple Cloud, Somerset, Baker Dec 4 at 11.45 Off Rec, 26, Baldwin st, Bristol
 COWLING, FRED WATKIN, Ferryhill, Durham, Baker Dec 5 at 2.30 Off Rec, 3, Manor pl, Sunderland
 DENSON, SYDNEY JAMES, Walton on Thames, Surrey Dec 4 at 11.30 132, York rd, Westminster Bridge rd
 DICKS, LIZZIE BETSY, Wardour st Dec 6 at 11 Bankruptcy bldgs, Carey st
 FORSTER, ROBERT, Norwich, Florist Dec 4 at 12.30 Off Rec, 8, King st, Norwich
 FREEDMAN, LOUIS, Horsford rd, Brixton, Surrey, Money-lender's Manager Dec 6 at 12 Bankruptcy bldgs, Carey st
 GANNON, JOSEPH THOMAS, Manchester, Fruit Salesman Dec 4 at 2.30 Off Rec, Byrom st, Manchester
 GOLD, THOMAS, Harrow, Middlex Dec 9 at 1 Bankruptcy bldgs, Carey st
 GOLDING, SAMUEL, Bolton, Coal Dealer Dec 4 at 11 Off Rec, 10, Exchange st, Bolton
 GOOSTREY, WILLIAM, Hulme, Manchester, Boot Maker Dec 4 at 3.30 Off Rec, Byrom st, Manchester
 GREEN, FRANK HERBERT, Stratford rd, Plaistow, Essex, Draper Dec 4 at 1 Bankruptcy bldgs, Carey st
 HARBOTTLE, JOHN GEORGE, and JOHN HUTCHINSON, Newcastle upon Tyne, Timber Merchants Dec 4 at 11 Off Rec, 30, Mosley st, Newcastle upon Tyne
 HARDISTY, EDWARD ERNEST, Bridlington, Yorks Dec 6 at 4.15 Off Rec, 48, Westborough, Scarborough
 HARDMAN, FRED, Great Lever, Bolton, Cotton Waste Dealer Dec 5 at 3.30 Off Rec, Byrom st, Manchester
 HEWITT, ARTHUR, Whitefriars st, Paper Illustrator Dec 9, at 11 Bankruptcy bldgs, Carey st
 HOUSOME, SAMUEL, St Pancras, Chichester, Baker Dec 4 at 12 Off Rec, 12a, Marlborough pl, Brighton
 HUMBERSTONE, WILLIAM, North Somerset, Lincoln, Labourer Dec 5 at 10.45 Off Rec, St Mary's Chambers, Great Grimsby
 HURST, HENRY, Weston Point, nr Runcorn, Cheshire, Licensed Victualler Dec 5 at 2.30 Off Rec, Byrom st, Manchester
 JAMES, VICTOR HOLLAND, Earl's Court gdns Dec 9 at 12 Bankruptcy bldgs, Carey st
 JENKINS, ALFRED, Ebbw Vale, Mon, Carpenter Dec 4 at 11 Off Rec, 141, Commercial st, Newport, Mon
 KAHLER, FREDERICK ANDREW, Norwich, Baker Dec 4 at 12 Off Rec, 8, King st, Norwich
 KELSEY, GORDON RAINS, Marconi House, Strand Dec 4 at 11.30 Bankruptcy bldgs, Carey st
 KEMP, RICHARD, Kingston upon Hull, Labourer Dec 5 at 11.30 Off Rec, York City Bank chmbrs, Lowgate, Hull
 LENZENI, JOSEPH, Sheffield, Boot Dealer Dec 5 at 12 Off Rec, Fiveways, Sheffield
 LOYBOND, HENRY, Winsted Park av, Manor Park, Essex Dec 4 at 12 Bankruptcy bldgs, Carey st
 MIDDLEDITCH, BENJAMIN, Marworth, Bucks, Solicitor, Dec 4 at 11 Bankruptcy bldgs, Carey st
 MILLS, JAMES, Blackpool Dec 4 at 2.15 Off Rec 16, Cornwalls st, Barrow in Furness
 FROTT, SIR PATRICK, Folkestone Dec 5 at 11.30 Off Rec, 68a, Castle st, Canterbury
 PLESNER, MICHAEL, Mount st, Shoreditch, Cabinet Maker Dec 6 at 12 Bankruptcy bldgs, Carey st
 PRIDDLE, HENRY, Tonyrefail, Glam, Collier Dec 5 at 11.15 Off Rec, St Catherine's chmbrs, St Catherine st, Pontypridd
 ROBINSON, CHARLES COLLINS, Whitechapel rd, Builder Dec 5 at 11 Bankruptcy bldgs, Carey st
 ROSSNER, C, Oxford st Dec 5 at 12 Bankruptcy bldgs, Carey st
 SANBROOK, HENRY ALBERT, Vowchurch, Miller Dec 4 at 12.45 Off Rec, 2, Offa st, Hereford
 SLANEY, HENRY EDMUND, Newport, Salop, Baker Dec 5 at 3 Off Rec, King st, Newcastle, Staffs
 SLATER, MINTON, Duke's av, Muswell Hill, Solicitor, Dec 5 at 12 Off Rec, 14, Bedford row
 STEWART, ARTHUR, Foleshill, Coventry, Baker Dec 4 at 11 Off Rec, 8, High st, Coventry
 SUTTON, WESLEY, Liverpool, Traveller Dec 5 at 11 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool

TAPPENDEN, CHARLOTTE ANN, Glangarry rd, East Dulwich Dec 5 at 1 Bankruptcy bldgs, Carey st
 TOPHAM, FRANCIS EDWIN, Scarborough Dec 6 at 4 Off Rec, Westborough, Scarborough
 TURNER, KATHARINE MARY, Thetford, Norfolk, Boarding House Keeper Dec 5 at 3 Bell Hotel, Mildenhall
 WHITE, SYDNEY LINTHORNE, Frome, Somerset, Solicitor Dec 4 at 12 Off Rec, 26, Baldwin st, Bristol
 WIGGER, CHARLES and WILLIAM STANLEY COCKERTON, Central Park rd, East Ham, Cranworth gdns, Kensington, Butchers Dec 6 at 11 Bankruptcy bldgs, Carey st
 WILCOCK, GEORGE WITCOMBE, Street, Somerset, Foot Salesman Dec 4 at 11.30 Off Rec, 26, Baldwin st, Bristol
 WOLFE, HENRY, Clifton, nr Salford, Lancs, Poultry Dealer Dec 5 at 3 Off Rec, Byrom st, Manchester

ADJUDICATIONS.

ALBERT, JOHN, Hove, Sussex, Auctioneer Brighton Pet Nov 2 Ord Nov 23
 BINNEY, LUKE HENRY, Coventry, Pawnbroker Coventry Pet Nov 22 Ord Nov 12
 BLAIN, ABRAHAM, Dutton, nr Preston Brook, Blacksmith Warrington Pet Nov 22 Ord Nov 22
 BLAKELEY, ALICE MAUD MARY and LEON MOHR, Bradford Leeds Pet Nov 21 Ord Nov 21
 BRISCOE, WILFRED HENRY, Warwick, Tailor Warwick Pet Nov 22 Ord Nov 22
 BURY, HARRY, Leighton rd, Kentish Town High Court Pet Sept 23 Ord Nov 22
 CAMP, JOHN, North Ockenden, Essex, Bookkeeper High Court Pet Nov 22 Ord Nov 22
 CARROLL, GEORGE, Rochester, Builder Wandsworth Pet Nov 21 Ord Nov 21
 CLARKE, ERNEST, Sandiacre, Derby, Lacemaker Derby Pet Nov 22 Ord Nov 22
 DICKS, LIZZIE BETSY, Wardour st High Court Pet Nov 21 Ord Nov 21
 FRENCH, FIFE STEPHEN J F, Portsmouth, Officer Portsmouth Pet Sept 7 Ord Nov 19
 FRETWELL, HAROLD, Rotherham, Yorks, Solicitor Sheffield Pet Oct 16 Ord Nov 20
 HARDISTY, EDWARD ERNEST, Bridlington, Yorks Scarborough Pet Nov 22 Ord Nov 22
 HARDMAN, FRED, Great Lever, Bolton, Cotton Waste Dealer Manchester Pet Oct 31 Ord Nov 23
 HOUSOME, SAMUEL, Chichester, Baker Brighton Pet Nov 21 Ord Nov 21
 KAHLER, FREDERICK ANDREW, Norwich Norwich Pet Nov 6 Ord Nov 23
 KEMP, RICHARD, Kingston-upon-Hull, Labourer Kingston upon Hull Pet Nov 21 Ord Nov 21
 KENT, WILLIAM, Norwich, Blacksmith, Norwich Pet Nov 23 Ord Nov 23
 LANGSTAFF, HARRY, Leeds, Engineer's Pattern Maker Leeds Pet Nov 23 Ord Nov 23
 LAW, JOSEPH BENJAMIN, Hulme, Manchester, Funeral Director Manchester Pet Nov 23 Ord Nov 23
 LENZENI, JOSEPH, Sheffield, Boot Dealer Sheffield Pet Nov 6 Ord Nov 23
 MICHALOWSKY, ISRAEL, Brushfield st, Spitalfields, Corn Factor High Court Pet Oct 8 Ord Nov 21
 MORGAN, JOHN, Bulth, Outditter Newtown Pet Nov 22 Ord Nov 22
 PHILLIPS, MORRIS, Cheetam, Manchester, Tailor Manchester Pet Oct 24 Ord Nov 21
 PIRIE, ALEXANDER, Fortis Green rd, East Finchley, Builder High Court Pet Aug 22 Ord Nov 21
 PLESNER, MICHAEL, Mount st, Shoreditch, Cabinet Maker High Court Pet Oct 22 Ord Nov 23
 PODGUR, LIONEL JOSEPH, Newport Moa, Tailor's Traveller Newport, Mon Pet Nov 22 Ord Nov 22
 POPPLE, ERNEST JOHN, Georges rd, Holloway, Baker High Court Pet Oct 21 Ord Nov 22
 PRIDDLE, HENRY, Thomastown, Tonyrefail, Glam, Collier Pontypridd Pet Nov 20 Ord Nov 20
 SMITH, ANDREW CHARLES, Addiscombe, Surrey Croydon Pet Sept 24 Ord Nov 23
 STOKES, SYDNEY EDWARD, Dutton, nr Preston Brook, Schoolmaster Warrington Pet Nov 23 Ord Nov 23
 SUMNER, ORLANDO, Victoria st High Court Pet Aug 21 Ord Nov 21
 SUTTON, WESLEY, Dale st, Liverpool, Traveller for Electrical Manufacturers' Agents Liverpool Pet Nov 6 Ord Nov 21
 THORNE, WILLIAM, West Bagborough, Somerset, Farmer Taunton Pet Oct 28 Ord Nov 21
 TOOGOOD, WILLIAM ALBERT, Cheltenham, Baker Cheltenham Pet Nov 22 Ord Nov 22
 TORRANCE, GEORGE WOODBURN, Chadwell Heath, Essex, Farmer Chelmsford Pet Nov 23 Ord Nov 22
 WARTNEY, EMMAUEL, Dinnington, nr Rotherham, Yorks Carter Sheffield Pet Nov 23 Ord Nov 23
 WIGGER, CHARLES, and WILLIAM STANLEY COCKERTON, Central Park rd, East Ham, Essex; Cranworth gdns, Kensington, Butchers High Court Pet Nov 23 Ord Nov 23

REEVES & TURNER, LAW BOOKSELLERS.

A Large Stock of SECOND-HAND REPORTS AND TEXT-BOOKS always on Sale.
Libraries Valued or Purchased.

14 BELL YARD, TEMPLE BAR.
(Removed from 5, Broad's Buildings.)

HOUSES AT HAMPSTEAD.

For the Best Houses on the
HAMPSTEAD GARDEN SUBURB
at Rentals of

From £60 to £115 per annum,

apply to

HAMPSTEAD TENANTS' ESTATE OFFICE,
Temple Fortune House,
FINCHLEY ROAD, N.W.,

or at the Estate Office in CORRINGHAM ROAD, five minutes' walk from Golder's Green Tube Station.

PARTNERSHIPS WANTED AND VACANT.

MESSRS. ATHERTONS, Limited, of 63 and 64, Chancery-lane, W.C., invite Solicitors in London or Provinces desirous of Disposing of their Practices or Requiring Partners to enter into correspondence with them in strict confidence. Telephone: 2452 Holborn. Telegrams: Alacrious, London.

SOLICITORS desirous of Purchasing Practices or Partnerships should state their requirements in strict confidence to Messrs. ATHERTONS, Limited, 63 and 64, Chancery-lane, W.C. Telephone: 2452 Holborn. Telegrams: Alacrious, London.

SOLICITORS requiring Managing Clerks or positions in Solicitors' Office should apply to be placed on the Registers at Messrs. ATHERTONS, Limited, 63 and 64, Chancery-lane, W.C.

TO SOLICITORS.—If you require to fill any Vacancy on your Staff, admitted men or otherwise, apply ATHERTONS, Limited, 63 and 64, Chancery-lane, W.C. No fees. Telephone: 2452 Holborn. Telegrams: Alacrious, London.

TO SOLICITORS AND EXECUTORS.—One interested in Old Books, Drama, &c. (16th-18th century). Fine Bindings, Prints, Sporting Scenes, Colour Prints, Autographs, Illuminated Manuscripts, will be pleased to hear of any collections or fine single items which are to be disposed of; no dealers.—HAROLD WADE, "Solicitors' Journal," 27, Chancery-lane, W.C.

SOLICITOR, keen and capable, excellent experience with leading Liverpool and London firms in all branches, including Admiralty, Commercial, Common Law, Chancery, Conveyancing, and Probate, requires Managing Clerkship or Partnership; capital available.—Address, Z. C. 631, care of Deacon's, 7, Leadenhall-street, E.C.

TO SOLICITORS.

I WANT OLD PARCHMENT, DEEDS, &c., can now give best price for same.—Write and ask price, or send parcel, to R. RAWLEY, 43, Gray's Inn-road, London.

FOR SALE.

LAW JOURNAL REPORTS, 1866-1906; half-calf; first class condition; complete £18.—Apply, CLEAK, Basement, 12, King's Bench-walk.

TO SOLICITORS.—Mortgage Securities required for a large fund; agricultural properties preferred, but London freeholds or long leaseholds (all weeklies) entertained.—Apply, Messrs. MORGAN & MORGAN, Surveyors, &c., 9 and 10, Fenchurch-street, E.C.

SOLICITOR (Admitted; Honours, June, 1912) desires Clerkship in town; experienced in Conveyancing, Reversions, and General Practice; slight knowledge of litigation; salary about £100.—X, care of Sawyer & Withall, 24, Lincoln's-inn-fields, W.C.

"MR. HARCOURT SMITH has completed the drafting of a complicated Bill of Costs in the winding-up of a considerable estate to our entire satisfaction, and we have no hesitation in recommending him to other members of our Profession of similar work."—Testimonial.—HARCOURT SMITH & Co., Costs Draftsmen, 18, Flaxman-road, Camberwell, S.E.

LAW.—Old-established London general practice for Sale; has produced over £1,000 per annum net; an advocate essential; cash required £25,000 down. Other Practices and Partnerships on Register; also Solicitors requiring partnerships, practices, and amalgamations.—HARCOURT SMITH & Co., as above.

B

n,

CE,

ive

on.

NT.

63

e is

rac-

once

orn.

ing

atre-

ited,

orn.

erk-

pply

rows,

to fill

other-

copy-

Tals-

S.-

-ish,

cons,

riple,

single,

anous

D.

llent

firm

roal,

oban,

apuan

's, 7,

EDS,

to not

's-ids-

1906;

644-

rities

perdu

as (not

AST &

t-stress,

June,

anced is

; slight

care of

COM-

BILL of

to our

a recom-

sion for

& Co.

S.M.

general

,000 per

red 240

register

000, and

ove.